

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, July 18, 2023

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

Marilyn Sanabria
Mayor

Karina Macias
Vice Mayor

Arturo Flores
Council Member



Eduardo “Eddie” Martinez
Council Member

Graciela Ortiz
Council Member

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

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

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

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

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

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

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

PUBLIC COMMENT

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. **DIABETES PILOT PROGRAM RECOGNITION**
2. **MANUEL "MANNY" AVILA & REBECCA AVILA MEMORIAL SCHOLARSHIP RECIPIENTS**
3. **PROCLAMATION FOR PARKS AND RECREATION MONTH**

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Jose Luis Maldonado Aguilar, et. al. v. City of Huntington Park, et. al.
United States District Court, Central District of California – Western Division
Case No.: 2:21-cv-05755-AB-KS

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted

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

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held June 20, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated July 18, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE FAIR HOUSING SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) to provide fair housing services to the sole responsive and responsible proposer, Fair Housing Foundation for a not-to-exceed amount of \$20,000; and
2. Authorize the City Manager to execute the PSA.

4. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO PROVIDE HOMELESS OUTREACH SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Approve the first amendment for homeless outreach services with Inner City Visions until June 30, 2024.
2. Authorize City Manager to execute the extension agreement.

5. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO MICHAEL BAKER INTERNATIONAL FOR PROFESSIONAL SERVICES RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME AND HOME-ARP (AMERICAN RESCUE PLAN ACT OF 2021) GRANT ADMINISTRATION

RECOMMENDED THAT CITY COUNCIL:

1. Approve the first amendment for professional services related to Housing and Urban Development (HUD) grants, including but not limited to CDBG, HOME, and HOME-ARP grant administration and;
2. Authorize the City Manager to execute the extension agreement.

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-07 SALT LAKE PARK CISTERN PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering and environmental firms for the preparation of Plans, Specifications and Estimate of CIP 2022-07 Salt Lake Park Cistern Project.

7. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-09 CHESLEY PARK

RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the preparation of Plans, Specifications, and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-09 Chesley Park to iARCH for a not-to-exceed amount of \$37,600;
2. Payable from FY 2019-2020 CDBG funds (Total amount \$299,279) to the FY 2022 Chesley Park American with Disabilities Act (ADA) Improvement Project; and
3. Authorize the City Manager to execute the professional services agreement.

8. CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-13 CITY HALL & POLICE DEPARTMENT ROOF REPAIRS AND REPLACEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2022-13 City Hall & Police Department Roof Repairs and Replacement contract plans and specifications for bidding purposes; and
3. Authorize staff to proceed with bid advertisement for construction.

9. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to design CIP 2023-01 SB1 Street Enhancement Project; which is part of the City's annual commitment to Senate Bill 1, the Road Repair and Accountability Act of 2017.

10. CONSIDERATION AND APPROVAL OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC. TO DEVELOP AND CONTINUE TO HOST VARIOUS APPLICATIONS AND GEOGRAPHIC INFORMATION SYSTEM

RECOMMENDED THAT CITY COUNCIL:

1. Approve the professional services agreement with Nobel Systems, Inc. for the development and continuous hosting of the various City applications (Apps) and Geographic Information System (GIS) for a three (3) year-period with the option of two, one-year extensions for a not-to-exceed amount of \$104,783.33 in FY 2023-24 and each subsequent year thereafter at \$106,000 per year;
2. Payable from the FY 2023-24 budget utilizing Account No. 111-8010-415.56-41 (\$93,600) and Account No. 111-8030-461.56-42 (\$11,183.33); and
3. Authorize the City Manager to execute the professional services agreement.

11. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR CITYWIDE JANITORIAL SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide janitorial services.

12. CONSIDERATION AND APPROVAL TO PURCHASE TWO UTILITY SERVICE TRUCKS

RECOMMENDED THAT CITY COUNCIL:

2. Authorize the City Manager to execute all applicable documents related to the purchasing of the utility service trucks.

13. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide fixed-route shuttle bus transportation services.

CITY CLERK

14. COUNCIL APPOINTMENT TO THE HEALTH AND EDUCATION COMMISSION

RECOMMENDED THAT CITY COUNCIL:

1. Make an appointment to the Health and Education Commission consistent with provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Eduardo "Eddie" Martinez

Council Member Arturo Flores

Vice Mayor Karina Macias

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, August 1, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 13th day of July 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, June 20, 2023

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:15 p.m. on Tuesday, June 20, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

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

ABSENT: None

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

INVOCATION

Mayor Sanabria led the invocation.

PLEDGE OF ALLEGIANCE

Vice Mayor Macias led the Pledge of Allegiance.

PRESENTATION(S)

Presentation five (5) was moved to a future meeting.

1. **RECOGNITION OF HPHS CIF SOFTBALL CHAMPIONSHIP**
2. **RECOGNITION AND RETIREMENT OF POLICE K9 BAM**
3. **INTRODUCTION OF NEW K9 OFFICER OX**
4. **WATER WELLS PRESENTATION**
5. **INNER CITY VISIONS REPORT**

PUBLIC COMMENTS

1. Monica Sanchez

STAFF RESPONSE

City Manager Ricardo Reyes stated that he is aware of Ms. Sanchez upcoming proposal and he looks forward to working with her and East Side Riders Bike organization.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4) – One matter

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with five (5) Councilmembers present, the two (2) items on the closed session agenda were discussed. Regarding item one (1) the Council was briefed but no reportable action was taken. Regarding item two (2) Council was briefed and direction was provided. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

1. SELECTION OF MAYOR AND VICE MAYOR FOR A TERM OF ONE YEAR

RECOMMENDED THAT CITY COUNCIL:

MOTION: Councilmember Ortiz moved to approve the consent calendar with the change to the June 6, 2023 meeting minutes, seconded by Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated June 20, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE DEPARTMENT

3. CONSIDERATION OF RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG "BAM"

MOTION: Vice Mayor Macias moved to approve the retirement of Police Service Dog BAM; and approve the transfer of ownership of BAM to its handler, Officer Nick Nichols, for the amount of one dollar (\$1.00); and authorize the City Manager to execute the Release and Waiver of Liability and Indemnity Agreement to effectuate

the transfer of ownership of BAM, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

4. APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION

MOTION: Councilmember Flores moved to authorize the City Manager to receive a Police Service Dog for narcotics detection and suspect apprehension from Adlerhorst International, LLC; and authorize the Chief of Police to take physical possession of the Police Service Dog and assign the canine to the police department's patrol division K9 program for police service in the community, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

Prior to item five (5) Councilmember Ortiz and Vice Mayor Macias stepped away from the dais.

5. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-11 HUNTINGTON PARK LITTER ABATEMENT AND BEAUTIFICATION PROJECT

MOTION: Councilmember Flores moved to award the preparation of Plans, Specifications, and Estimate of CIP 2022-11 Huntington Park Litter Abatement and Beautification Project to Infrastructure Engineers for a not-to-exceed amount of \$249,290; and appropriate \$249,290 from Measure M funds; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

NOT PRESENT: Council Member: Ortiz and Vice Mayor Macias

At the conclusion of item five (5) Councilmember Ortiz and Vice Mayor Macias returned to the dais.

6. CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

MOTION: Councilmember Ortiz moved to approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and approve CIP 2022-01 CDBG ADA Reconstruction Project contract specifications for bidding purposes; and authorize staff to proceed with bid advertisement for construction, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

7. CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 5812 S. SANTA FE AVENUE

MOTION: Vice Mayor Macias moved to approve the Publicly Visible Art for the Novacane Bar and Grill business located at 5812 S. Santa Fe Avenue, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

Prior to item eight (8) Councilmember Ortiz and Vice Mayor Macias stepped away from the dais.

8. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER

MOTION: Councilmember Flores moved to award a professional service agreement (PSA) as it relates to Architectural Services for the Emergency Operations Center, to Infrastructure Architects as a responsive and responsible proposer for a not-to-exceed amount of \$90,840; and authorize the City Manager to execute the PSA, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

NOT PRESENT: Council Member: Ortiz and Vice Mayor Macias

At the conclusion of item eight (8) Councilmember Ortiz and Vice Mayor Macias returned to the dais.

9. CONSIDERATION AND APPROVAL TO RENEW AGREEMENT FOR THE SALVATION ARMY CRISIS SHELTER BEDS PROJECT

MOTION: Councilmember Flores moved to authorize a renewal agreement with the Salvation Army for Crisis Shelter Beds for the term July 1, 2023, through June 30, 2024 for a not-to-exceed amount of \$31,379; and approve a budget appropriation in the amount of \$31,379 using Account Number 111-9050-462.56-41 General Fund – American Rescue Funds Contractual Services; and authorize the City Manager to execute the extension agreement, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARING(S)

FINANCE

10. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)

Mayor Sanabria opened the public hearing at 7:59pm. No members of the public provided comments and Mayor Sanabria closed the public hearing that 8:00pm.

MOTION: Vice Mayor Macias moved to adopt a Resolution, directing the County Assessor to include delinquent refuse collection fees as a special assessment to be collected at the same time and in the same manner as County taxes (\$172.54 Refuse Collection Fees), seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

11. ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION TO DENY PLANNING COMMISSION CASE NO. 2023-01 CUP (CONDITIONAL USE PERMIT), A REQUEST TO ALLOW FOR THE OFF-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING BUSINESS LOCATED AT 2550 SATURN AVENUE, LOCATED WITHIN DISTRICT C – NEIGHBORHOOD OF THE DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN (DTSP)

Mayor Sanabria opened the public hearing at 8:01pm. Jaime Ugalde Jr. provided public comment related to item eleven (11). No additional members of the public

provide public comment and Mayor Sanabria closed the public hearing that 8:07pm.

MOTION: Councilmember Ortiz moved to adopt resolution upholding the Planning Commission's determination to deny Planning Commission Case No. 2023-01 CUP, allow for the off-sale of beer and wine in conjunction with an existing business located at 2550 Saturn Avenue, located within District C – neighborhood of the Downtown Huntington Park Specific Plan (DTSP), seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

END OF PUBLIC HEARING(S)

DEPARTMENTAL REPORTS

City Manager Ricardo Reyes asked for clarification on the Mayor Sanabria's vote for item seven (7) on the regular agenda.

City Clerk Sarmiento shared Mayor Sanabria's vote was captured as a yes for item seven (7) and asked Mayor Sanabria to confirm her vote.

Mayor Sanabria replied in the affirmative on her vote for item seven (7).

Police Chief Lozano reminded the community about the upcoming Forth of July celebrations and the fines that will be imposed for anyone in possession of or using illegal fireworks. He then encouraged the community to report any illegal fireworks by calling the anonymous firework hotline at 323-584-6188.

Parks and Recreation Director Cynthia Norzagaray reminded the community about the various upcoming programs and the schedule for the splash pads.

Public Works Director Cesar Roldan thanked Ricardo Barba-Ochoa for providing the water well presentation. He also mentioned that a long time employee of the Public Works Department Ramona Cano will be retiring after 30 years of dedicated service and expressed his and the department's gratitude for her service.

Community Development Director Steve Forster thanked the City Council for all they do.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz thanked everyone for their hard work. She then mentioned her participation in the City Selection Committee with the County of Los Angeles in selecting a new Housing Committee representative Jorgel Chavez of Bell Gardens. She emphasized the importance of having the South East region representation on these

boards and committees to give voice to underserved communities.

Councilmember Martinez thanked staff for making sure everyone in attendance at tonight's meeting is happy, safe, and well.

Councilmember Flores thanked staff for their hard work and wished everyone a good night.

Vice Mayor Macias thanked staff for their hard work. She gave special thanks to Public Works Director for his efforts in securing grant funding to continue making improvements to the city. She also thanked Police Chief Lozano for a successful meet your police event. She closed by encouraging the community to attend these events. She closed by thanking the Finance Department for their hard work in preparing the budget.

Mayor Sanabria thanked all the presenters for their efforts. She then requested staff to investigate possible grants for the city's water master plan.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 8:18 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday July 18, 2023 at 6:00 pm

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmnt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	Local Grants	243	HUD 108 B03MC060566
201	State Grants	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	Federal Grants	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilization
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	257	CDC Merged Project Fund
212	P & R Grants	258	CDC Merged Debt Service
213	Park Facilities	259	CDC Low/Mod Income Housin
214	Recreation Field Charter	262	CDC Neighbor Preservn Cap
215	Trees for A Better Enviro	263	CDC Neighbor Presrvn Debt
216	Employees Retirement Fund	264	CDC Nghbr Prsrvn Low/Mod
217	OPEB	267	CDC Sta Fe Redev Project
218	PARS	268	CDC Sta Fe Debt Service
219	Sales Tax-Transit Fund A	269	CDC Sta Fe Low/Mod Income
220	Sales Tax-Transit C	270	Successor Agency Merge
221	State Gasoline Tax Fund	271	Successor Agency Merg Prj
222	Measure R	272	Successor Agency Low Mod
223	Local Origin Program Fund	273	Successor Agency NHP
224	Office of Traffc & Safety	274	Successor Agency NHP Prj
225	Cal Cops Fund	275	Successor Agency
226	Air Quality Improv Trust	276	SUCCESSOR AGENCY-GF
227	Offc of Criminal Justice	283	Sewer Maintenance Fund
228	State Dept. of Justice	285	Solid Waste Mgmt Fund
229	Police Forfeiture Fund	286	Illegal Disposal Abatemnt

List of Funds - City of Huntington Park

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

City of Kingstons Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	11273896	111-6020-451.61-35	PARKS & REC SUPPLIES	934.05
				\$934.05
AAA ELECTRICAL SUPPLY INC	316742-00	221-8014-429.61-20	TRAFFIC SIGNALS SURGE	1,323.00
				\$1,323.00
ADVANCE AUTO PARTS PROFESSIONAL	8799317717119	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	309.24
				\$309.24
AIAA ESTATES LLC	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
AIRESPRING INC.	174090885	111-9050-462.74-10	CLOUD INTERNET SVCS	1,113.64
				\$1,113.64
ALEXIA NAVA	6282023	111-0000-202.30-00	AVILA SCHOLARSHIP	200.00
				\$200.00
ALL CITY MANAGEMENT SERVICES, INC	86631	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	304.48
				\$304.48
ALVAREZ-GLASMAN & COLVIN	2023-05-20728	111-0220-411.32-70	GENERAL LAW SUPPLEMENT	34,686.22
				\$34,686.22
AMAZON.COM SERVICES, INC.	1FFW-4FT4-3FHP	111-6010-451.61-20	PARKS & REC SUPPLIES	32.08
	1P17-YJND-9DQ1	111-6010-451.61-20	PARKS AND REC SUPPLIES	62.40
	139P-XT7K-3PVX	111-6020-451.61-35	CULTURAL ART SUPPLIES	879.66
	1WTC-P631-PMR7	111-6020-451.61-35	CULTURAL ART SUPPLIES	39.99
	141N-HQDD-D1YF	111-6065-451.57-46	SENIOR DANCE PROGRAM	252.08
				\$1,266.21
ARROYO BACKGROUND INVESTIGATIONS	3108	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,000.00
				\$1,000.00
ARTIFICIAL ICE EVENTS, LLC	1008.16.06-14	202-8080-431.76-21	CIP 2018-11 ATP CYCLE IV	5,900.00
				\$5,900.00
AT&T	000020122027	111-7010-421.53-10	PD CAL NET	772.51
				\$772.51
AT&T MOBILITY	287304738513X06	111-7010-421.53-10	PD WIRELESS PHONES	5,151.66
				\$5,151.66
BEAR ELECTRICAL SOLUTIONS, INC	19358	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	1,430.10
	19358	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	2,620.40
	19369	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	6,350.00
				\$10,400.50
BHADRECHA RAMAN	HP060004068	111-0000-351.10-10	CITATION REFUND	55.00
				\$55.00
BLACK AND WHITE EMERGENCY VEHICLES	5086	111-7010-421.56-41	HARDWARE INSTALLATION PD	3,791.20
	5087	111-7010-421.56-41	HARDWARE INSTALLATION PD	2,487.09
	5026	111-7022-421.61-29	CAR PARTS FOR POLICE UNIT	198.10
				\$6,476.39
BLUE LINE ACADEMY LLC	07132023	111-7010-421.59-30	REGISTRATION CHECK TRAINING	200.00
				\$200.00
BRINK'S INCORPORATED	5795042	111-9010-419.33-10	BANK SVCS TRANSPORTATION	398.76
				\$398.76

City of Huntington Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIFORNIA FRAME & AXLE	73601	219-8085-431.43-21	FRONT END ALIGNMENT SHUTTLE	231.93
				\$231.93
CALPRIVATE	74055233S2D9VZ4	111-0110-411.61-20	WALMART CREDIT	-39.67
	24122593Q0VYJSY	111-0110-411.66-05	CARRION BAKERY	30.00
	24137463D01DZLZ	111-5010-419.61-20	USPS COMM DEVELOPMENT	29.25
	24231683DRBGHEK	111-0110-411.66-05	SMART & FINAL COUNCIL SUPP	11.39
	24492153QMH98PJ	111-0110-411.66-05	COUCNIL MEETING LUNCH	228.77
	24692163E350516	111-0310-466.55-57	THE HOME DEPOT ART WALK	246.14
	24221083ES66F5Z	111-2030-413.61-20	ORAL INTERVIEW LUNCH	66.64
	24492153F0TVP8B	111-0310-466.55-57	TOTAL EVENT	395.58
	24765013F2LYVNL	111-0110-411.66-05	AMERICAN CELEBRATIONS	24.48
	24943003FS4AFMG	111-0310-466.55-57	COSTCO ART WALK PROJECT	329.80
	24164073F31TQXA	111-8010-415.61-20	STAPLES SUPPLIES PW	133.16
	24164073G31T8YM	111-0310-466.55-57	STAPLES ART WALK FESTIVAL	138.47
	24765013H2LYZGP	111-0310-466.55-57	AMERICAN CELEBRATIONS	8.76
	24164073H2LR7XN	111-0310-466.55-57	TARGET ART WALK FESTIVAL	86.16
	24692163J2YNZR2	111-0110-411.61-20	MONARCA BAKERY	53.36
	24692163L2ZLZDT	111-0310-466.55-57	LITTLE TRATTORIA ART WALK	411.90
	24137463M01DQ7G	111-5010-419.61-20	UPS STORE CD SUPPLIES	31.65
	24055233MRKXQAD	111-5010-419.59-15	WLV DEPOSIT ICS CONFERENC	192.73
	24055233MRKXQAH	111-5010-419.59-15	WLV DEPOSIT ICS CONFERENC	192.73
	24055233M2DK04T	111-0110-411.61-20	WALMART COUNCIL OFFICE	39.67
	24692163N3137XP	111-2030-413.61-20	ORAL INTERVIEW LUNCH	106.39
	24801973V5SQTDS	111-0110-411.66-05	COUNCIL DINNER	231.45
	24445003W8PY6SB	111-0110-411.66-05	COUNCIL MEETING PASRIES	23.97
	24445003W8PY6SB	111-0110-411.66-05	COUNCIL MEETING PASTRIES	17.98
	24039643X60ZR6K	111-3010-415.59-15	PROF DEVELOPMENT	500.00
	24692163Z2ZB0XA	111-0210-413.61-20	AMAZON	41.29
	2411641432M171H	111-0310-466.55-56	STATE OF THE CITY PASTRIE	64.35
	2411641432M171H	111-0110-411.66-05	COUNCIL MEETING PASTRIES	19.50
	244450043BLNSWA	111-0310-466.55-56	WALMART STATE OF CITY	194.36
	246921644328A7R	111-0310-466.55-56	STATE OF THE CITY LUNCH	165.00
	246921644329BQ7	111-0310-466.55-56	FLORERIA MI BENDECION	727.65
	241224744S66GAK	111-0110-411.61-20	COUNCIL SUPPLIES	5.61
	242316845RBGHDW	111-0310-466.55-56	SMART AND FINAL SUPPLIES	229.89
	24692164533F4LV	111-0210-413.59-15	PROF SVCS RESERVATION	1,341.93
	24692164533FZWL	111-0310-466.55-56	STARBUCKS STATE OF CITY	162.95
	244939848BLPKB6	111-0310-466.55-56	STATE OF THE CITY LUNCH	1,611.41
	2412259480VYM05	111-0310-466.55-56	STATE OF THE CITY SUPPLIE	1,280.00
				\$9,334.70
CELINA LOPEZ LLC	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00

City of Huntington Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	28647	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	67.47
	28799	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	615.32
	28984	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	188.59
	23752	741-8060-431.43-20	CREDIT FOR POLICE UNIT	-155.83
	28983	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	719.04
				\$1,434.59
CHARTER COMMUNICATIONS	0019175070123	111-9010-419.53-10	TV SERVICES PD	39.20
	0511353061923	111-9010-419.53-10	CITY HALL INTERNET	199.97
				\$239.17
CHEUNG, JOANNA	000024643	681-0000-228.70-00	WATER REFUND	200.00
				\$200.00
CHRISTINA PARRA HERNANDEZ	23PD-03	111-7010-421.56-41	JAILER CUSTODY OFFICER	300.00
				\$300.00
CINDI CAYAX	2533	111-6065-451.57-46	ZUMBA CLASSES FOR SENIORS	560.00
				\$560.00
CINTAS CORPORATION NO 3	4159715036	741-8060-431.56-41	UNIFORM DRY CLEANING	434.70
				\$434.70
CITY OF WHITTIER	62123	111-6065-451.57-46	SENIOR SUPPLIES FOR PROM	66.24
				\$66.24
CLINICAL LAB OF SAN BERNARDINO, INC	2300961-	681-8030-461.56-41	WATER QUALITY TESTING MAY	394.50
				\$394.50
COMMERCIAL TIRE COMPANY	1-178887	741-8060-431.43-20	TIRE REPAIR FOR PW	423.26
				\$423.26
CONCENTRA MEDICAL CENTERS	79546555	111-2030-413.56-41	DOT PHYSICAL FOR EMPLOYEE	107.00
				\$107.00
CORPORATE WAREHOUSE SUPPLY	66147	111-9010-419.44-10	COLORED TONER	1,679.65
				\$1,679.65
COUNTY OF LOS ANGELES DEPT	FY2023/24'	111-9010-419.31-50	LOCAL AGENCY COMMISSION CH	1,815.29
				\$1,815.29
CSULB FOUNDATION	08232023	111-7010-421.59-20	REGISTRATION CHECK TRAINING	454.00
				\$454.00
DANE LOOMIS	04242023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	24.63
	06052023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	160.08
				\$184.71
DATA TICKET INC.	150942	111-5055-419.56-41	CODE ENFORCEMENT CITATION	1,468.05
	152114	111-5055-419.56-41	CODE ENFORCEMENT CITATION	1,874.50
	152161	111-7022-421.61-29	ANIMAL ENFORCEMENT CITATION	69.50
	152264	111-7022-421.61-29	DAILY COLLECTION PROCESSING	31.50
				\$3,443.55
DAY WIRELESS SYSTEMS	INV777410	111-7010-421.56-41	INSTALLED NEW ANTENNA PD	432.50
				\$432.50
DF POLYGRAPH	2023/5	111-7010-421.56-41	POLYGRAPH EXAMS	350.00
				\$350.00
DHALI	12633	111-7010-421.56-41	MANAGED SERVICE PACKAGED	600.00

City of Huntington Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
				\$600.00
DUNN EDWARDS CORPORATION	2009A12454	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	945.17
				\$945.17
EBONY BATISTE	06032023	111-5021-413.61-15	REIMBURSEMENT	61.11
				\$61.11
EXPRESS TRANSPORTATION SERVICES LLC	HPE07012023	111-0000-362.20-15	ROUTE TRANSIT SVC JUNE 2023	-2,500.00
	DAR06012023	111-8085-431.56-45	HP DIAL A RIDE JULY 2023	69,183.33
	HPE07012023	219-0000-340.30-00	ROUTE TRANSIT SVC JUNE 2023	-1,360.00
	HPE07012023	219-8085-431.56-43	ROUTE TRANSIT SVC JUNE 2023	33,069.14
	HPE07012023	220-8085-431.56-43	ROUTE TRANSIT SVC JUNE 2023	33,069.13
	HPE07012023	222-8010-431.56-43	ROUTE TRANSIT SVC JUNE 2023	33,069.13
				\$164,530.73
F.S.O.C. LLC	1828	111-7010-421.74-10	PROTECTION SHIELD	8,037.23
				\$8,037.23
FAIR HOUSING FOUNDATION	06082023	239-5210-463.57-87	PERSONNEL COSTS & OPERATION	1,671.15
				\$1,671.15
FERGUSON ENTERPRISES INC	2681160	111-8020-431.43-10	SUPPLIES FOR PW	170.77
	2656623	111-8024-421.43-10	SUPPLIES TO REPAIR RESTROOM	218.65
				\$389.42
GEORGE CHEVROLET	141186CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	588.31
	141991CVW	741-8060-431.43-20	CAR PARTS FOR PW	724.55
	142083CVW	741-8060-431.43-20	CAR PARTS FOR PW	125.11
	142212CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	60.80
				\$1,498.77
GEORGE DOMINGUEZ	06072023	111-7010-421.59-20	PER DIEM REIMBURSEMENT	84.75
				\$84.75
GLOBAL EQUIPMENT COMPANY INC.	120529694	535-8090-452.61-20	CHARCOAL BBQ GRILLS	4,982.03
				\$4,982.03
GRAINGER	9753459107	111-8023-451.43-10	MAIN SUPPLIES SALT LAKE PARK	182.25
				\$182.25
HAJOCA CORPORATION	S167890593.001	111-6010-451.56-41	PLUMBING SUPPLIES PW	2,720.98
	S168635168.001	111-8020-431.43-10	PLUMBING SUPPLIES PW	284.35
	S168636624.001	111-8024-421.43-10	PLUMBING SUPPLIES PD	266.74
	S167890593.001	787-9010-451.73-10	PLUMBING SUPPLIES PW	11,671.95
				\$14,944.02
HASA, INC.	896058	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	243.55
	896061	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	340.49
				\$584.04
HECTOR G. MORENO	5211	111-6060-466.33-20	TAEKWONDO CLASSES	384.00
				\$384.00
HECTOR JIMENEZ	113-1872185-880	111-8022-419.15-20	TOOL REIMBURSEMENT	120.00
	113-1872185-880	221-8014-429.15-20	TOOL REIMBURSEMENT	180.00
	113-1872185-880	535-8016-431.15-20	TOOL REIMBURSEMENT	80.00
	113-1872185-880	681-8030-461.15-20	TOOL REIMBURSEMENT	20.00

City of Huntington Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
				\$400.00
ICRMA	4346	745-9031-413.52-25	LIABILITY PROGRAM	159,247.27
				\$159,247.27
INFRAMARK LLC	96909	283-8040-432.56-41	SEWER HOT SPOT CLEANING	4,613.00
	96910	283-8040-432.56-41	SEWER HOT SPOT CLEANING	4,613.00
	97443	283-8040-432.56-41	ROUTINE MAINTENANCE JULY	14,297.04
	96911	681-8030-461.56-41	ENGINEERING SVCS WELL 15	19,903.00
	97443	681-8030-461.56-41	ROUTINE MAINTENANCE JULY	110,211.74
				\$153,637.78
J SQUARED	118	681-8030-461.56-41	PROFESSIONAL SVCS	250.00
				\$250.00
JAVIER CARRILLO	05172023	111-6030-451.33-90	UMPIRE FEES DODGER FEES	3,174.00
				\$3,174.00
JESUS GUTIERREZ	06052023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	158.64
	06052023	111-7010-421.59-20	PER DIEM REIMBURSEMENT	312.50
				\$471.14
JXTRA ENTERTAINMENT	035	111-6020-451.56-41	MEMORIAL DAY DJ	560.00
	036	111-6065-451.57-46	SENIOR DANCE	480.00
	034	232-6010-466.55-56	SUMMER NIGHTS DJ	640.00
				\$1,680.00
KIMBALL MIDWEST	101205829	741-8060-431.61-20	SHOP SUPPLIES-PW	368.46
				\$368.46
KNA CONSULTANTS INC	HP-01-23	111-8010-415.56-41	ENGINEERING SVCS COHP	8,835.00
				\$8,835.00
LA COUNTY SHERIFF'S DEPT	233272BL	121-7040-421.56-14	INMATE MEAL SERVICE	1,046.14
				\$1,046.14
LAN WAN ENTERPRISE, INC	74248	111-7010-421.74-10	PURCHASE OF PRINTER PD	6,184.95
	74253	741-8060-431.74-10	PURCHASE OF COMPUTER PD	4,259.46
	74254	741-8060-431.74-10	PURCHASE OF COMPUTER PD	4,259.46
	74270	741-8060-431.74-10	EQUIPMENT FOR PD	651.04
	74271	741-8060-431.74-10	EQUIPMENT FOR PD	2,653.96
				\$18,008.87
LAURIE KAJIWARA	HP0029	111-9010-419.56-41	CONSULTING SERVICES	8,464.50
				\$8,464.50
LB JOHNSON HARDWARE CO.	127495	111-8024-421.43-10	PLUMBING SUPPLIES PD	9.84
				\$9.84
LIEBERT CASSIDY WHITMORE	242981	111-0220-411.32-70	PROFESSIONAL SVCS MAY 31	456.50
	242982	111-0220-411.32-70	PROFESSIONAL SVCS MAY 31	1,741.75
	242294	111-2030-413.64-05	MEMBERSHIP DUES	4,800.00
				\$6,998.25
LITTLE TRATTORIA	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
LONG BEACH PRESS-TELEGRAM	D308C02B-0047	111-1010-411.54-00	NOTICE FOR BIDS	342.13
	D308C02B-0048	111-1010-411.54-00	NOTICE FOR BIDS	197.01
	D308C02B-0049	111-1010-411.54-00	NOTICE FOR BIDS	656.54

City of Huntington Park
July 18, 2023
Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
	D308C02B-0050	111-1010-411.54-00	NOTICE FOR BIDS	808.57
	D308C02B-0051	111-1010-411.54-00	NOTICE RECONSTRUCTION	207.38
	D308C02B-0052	111-1010-411.54-00	NOTICE HEARING	767.10
				\$2,978.73
LOS ANGELITOS BAKERY	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
MARCELLO RETAMOSA	112-2358520-099	111-8010-431.15-25	BOOT REIMBURSEMENT	200.00
				\$200.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	312600351	681-8030-461.41-00	WATER FOR FREEDOM PARK	1,063.51
	312600352	681-8030-461.41-00	WATER FOR FREEDOM PARK	381.12
	312600353	681-8030-461.41-00	WATER FOR FREEDOM PARK	419.66
				\$1,864.29
MODEL 1 COMMERCIAL VEHICLES	XA121002354:01	219-8085-431.43-21	PARTS FOR SHUTTLE	80.80
	XA121002355:01	219-8085-431.43-21	PARTS FOR SHUTTLE	103.89
				\$184.69
MR. HOSE INC.	225133	741-8060-431.43-20	HOSE ASSEMBLY-PW	196.92
				\$196.92
NORTH STAR LAND CARE	1601-570	535-8090-452.56-60	CONTRACTUAL SVCS	37,617.75
				\$37,617.75
O'REILLY AUTO PARTS	2959-333229	741-8060-431.43-20	CAR PARTS FOR PW UNIT	686.14
	2959-333431	741-8060-431.43-20	CAR PARTS FOR PW UNIT	101.19
	2959-333937	741-8060-431.43-20	SUPPLIES FOR PW	22.03
				\$809.36
ORANGE COUNTY SHERIFF'S DEPT	05172022	111-7010-421.59-30	JAILER PD TRAINING	20.00
	07272023	111-7010-421.59-30	REGISTRATION CHECK TRAINING	20.00
				\$40.00
PERFORMANCE NURSERY	0000248917	535-8090-452.61-20	PURCHASE OF TREES	1,864.57
	0000249432	535-8090-452.61-20	PURCHASE OF TREES	1,850.55
				\$3,715.12
PORTO VILLAGE PIZZA	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
PREFERRED IMPRESSIONS INC	26912	741-8060-431.74-10	VEHICLE GRAPHICS	1,982.75
	26914	741-8060-431.74-10	VEHICLE GRAPHICS	1,339.83
	26915	741-8060-431.74-10	VEHICLE GRAPHICS	881.13
				\$4,203.71
PRO ACOUSTICS LLC	600100047940	239-6060-490.61-60	PS SYSTEM FOR FREEDOM PARK	3,648.24
				\$3,648.24
PROTECH EMS	563	111-7010-421.59-15	TESTING LAW ENFORCEMENT	3,510.00
				\$3,510.00
RAYS TEXAS BBQ INC	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
RESOURCE BUILDING MATERIALS	3609261	111-8010-431.61-20	REGULAR CEMENT PALLET	1,097.80
				\$1,097.80
RICARDO MARQUEZ	06349E2110	111-8010-431.15-25	BOOT REIMBURSEMENT	160.00

City of Huntington Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
	06349E2110	741-8060-431.15-25	BOOT REIMBURSEMENT	40.00
				\$200.00
RINCON CONSULTANTS, INC.	48148	111-9050-462.56-41	CONTRACTUAL SVCS	36,928.50
	48981	111-9050-462.56-41	CONTRACTUAL SVCS	50,402.25
				\$87,330.75
ROADLINE PRODUCTS INC	18320	221-8012-429.61-20	SUPPLIES FOR PUBLIC WORKS	744.41
	18325	221-8012-429.61-20	SUPPLIES FOR PUBLIC WORKS	516.13
	18326	221-8012-429.61-20	SUPPLIES FOR PUBLIC WORKS	516.13
	18327	221-8012-429.61-20	SUPPLIES FOR PUBLIC WORKS	516.13
				\$2,292.80
ROBERT STEVEN VALDEZ	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
SALVADOR ORTEGA	WB46221584	535-8016-431.15-20	TOOL REIMBURSEMENT	69.85
				\$69.85
SANCHEZ AWARDS	2276	111-0110-411.66-05	PLAQUE FOR EMPLOYEE	126.78
				\$126.78
SMART & FINAL	3192200008804	111-7040-421.61-32	SUPPLIES FOR POLICE DEPT	256.80
	3192200010901	111-7040-421.61-32	SUPPLIES FOR POLICE DEPT	58.95
	3192200049701	111-7040-421.61-32	SUPPLIES FOR POLICE DEPT	37.42
	3192200051501	111-7040-421.61-32	SUPPLIES FOR POLICE DEPT	62.91
				\$416.08
SONIA LUZ	06302023	111-3010-415.61-20	SUPPLIES FOR BUDGET MEETI	93.47
	112-0461774-117	111-3010-415.61-20	SUPPLIES FINANCE CONFERENCE	35.26
				\$128.73
SOUTHERN CALIFORNIA ASSOCIATION	SCAGFY20240075	111-0240-466.64-00	MEMBERSHIP DUES 23-24	6,706.00
				\$6,706.00
SOUTHERN CALIFORNIA EDISON	5/3/23-6/1/23	111-8010-415.62-10	ELEC SVCS VARIOUS LOCATIONS	24.45
	5/16/23-6/14/23	111-8020-431.62-10	ELEC SVCS 6900 BISSELL	80.07
	5/4/23-6/4/23	221-8014-429.62-10	ELEC SERVICES 55 ST. PACIFIC	8.92
				\$113.44
SOUTHWEST MATERIAL HANDLING, INC	SO-030313	111-8023-451.56-41	PREOWNED FORKLIFT FOR PW	42,971.04
				\$42,971.04
SPARKLETTS	19438227062823	111-7010-421.56-41	WATER SVC POLICE DEPT	455.61
				\$455.61
SPARTANS CARWASH	157	111-7022-421.61-29	FULL DETAILING SVC PD UNIT	660.00
				\$660.00
STANDARD INSURANCE COMPANY	378917001	111-0000-217.50-70	JULY MONTHLY PREMIUM	7,458.76
				\$7,458.76
STAR2STAR COMMUNICATIONS LLC	SUBC00011094	111-9010-419.53-10	MONTHLY FEES	10,802.10
				\$10,802.10
SUNSHINE POS, LLC	80549	111-5055-419.56-41	THERMAL PARKING ROLLS	1,513.16
				\$1,513.16
T-MOBILE USA	5/21/23-6/20/23	111-0110-411.53-10	COUNCIL CELL PHONES	859.69

City of Huntington Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
	5/21/23-6/20/23	111-0210-413.53-10	ADMINISTRATION CELL PHONES	169.74
	5/21/23-6/20/23	111-1010-411.53-10	CITY CLERK CELL PHONE	39.64
	5/21/23-6/20/23	111-2030-413.53-10	HUMAN RESOURCES CELL PHONE	29.52
	6242023	111-6010-451.56-41	MOBILE SERVICE FOR PARKS	470.00
				\$1,568.59
THE HITT COMPANIES, INC	OE-120191	111-7040-421.61-31	ENGRAVED PERSONNEL	43.79
				\$43.79
THORSON MOTOR CENTER	476413ISR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	133.67
	477703BUR	741-8060-431.43-20	CAR PARTS FOR PW	611.10
				\$744.77
TONY GARCIA	413652	111-8010-431.15-25	BOOT REIMBURSEMENT	200.00
				\$200.00
TOWN HALL STREAMS	14956	111-1010-411.56-41	FACEBOOK LIVE	300.00
				\$300.00
U.S. ARMOR CORPORATION	42511	111-7010-421.61-20	PD BULLET PROOF VEST	388.41
	42531	111-7010-421.61-20	PD BULLET PROOF VEST	776.82
	42511	233-7010-421.74-10	PD BULLET PROOF VEST	388.41
				\$1,553.64
U.S. BANK EQUIPMENT FINANCE	505231753	111-0210-421.44-10	IBE DIGITAL FINANCING JULY	2,376.86
				\$2,376.86
ULINE	165528055	535-8016-431.61-45	SUPPLIES FOR ELECTRICIAN	441.06
				\$441.06
UNDERGROUND SERVICE ALERT OF SO CAL	22-2304469	111-6060-466.33-20	MONTHLY FEES JUNE 2023	110.64
				\$110.64
VALLEY ALARM	1124494	111-8020-431.56-41	SUPPLIES FOR PUBLIC WORKS	230.00
	1124629	111-8020-431.56-41	FIRE SECURITY ALARM	665.34
	1124629	111-8022-419.56-41	FIRE SECURITY ALARM	665.33
	1124502	111-8023-451.56-41	SUPPLIES FOR PUBLIC WORKS	35.00
	1124629	111-8023-451.56-41	FIRE SECURITY ALARM	715.28
				\$2,310.95
VICTOR REYES ROSAS	05182023	111-6010-451.60-11	DIABETES PILOT PROGRAM	2,000.00
				\$2,000.00
VICTORIA TIRE CENTER DRIVE	145437	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	100.00
				\$100.00
VIGILANT SOLUTIONS, LLC	52298RI	741-8060-431.74-10	ALPR PROJECT PURCHASED	7,488.48
	52299RI	741-8060-431.74-10	ALPR PROJECT PURCHASED	7,488.48
				\$14,976.96
WALTERS WHOLESALE ELECTRIC COMPANY	S122651113.002	111-8022-419.43-10	PARTS FOR EV CHARGER	330.83
				\$330.83
WATER REPLENISHMENT DISTRICT OF	5312023	681-8030-461.56-41	GROUNDWATER PRODUCTION	88,455.42
				\$88,455.42
WEST & ASSOCIATES ENGINEERING, INC	1008.16.23-07B	111-8031-433.76-17	MANAGEMENT OF NPDES	4,330.00
				\$4,330.00
WEST GOVERNMENT SERVICES	848579519	111-7030-421.56-41	MONTHLY LEGAL RESEARCH	1,716.80

City of Kingstons Park

July 18, 2023

Demand Register

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
				\$1,716.80
WESTERN EXTERMINATOR COMPANY	29530207	111-7024-421.56-41	EXTERMINATOR SVC DEC 22	58.85
	30260966	111-7024-421.56-41	EXTERMINATOR SVC JAN 23	58.85
	31227388	111-7024-421.56-41	EXTERMINATOR SVC FEB 23	58.85
	29534077	111-8020-431.56-41	EXTERMINATOR SVC DEC22	81.70
	30264824	111-8020-431.56-41	EXTERMINATOR SVC JAN 23	81.70
	31232044	111-8020-431.56-41	EXTERMINATOR SVC FEB 23	81.70
	30264614	111-8022-419.56-41	EXTERMINATOR SVC JAN 23	59.90
	31231776	111-8022-419.56-41	EXTERMINATOR SVC FEB 23	59.90
	29533867	111-8023-451.56-41	EXTERMINATOR SVC DEC 22	53.15
	29533869	111-8023-451.56-41	EXTERMINATOR SVC DEC 22	59.90
	30264613	111-8023-451.56-41	EXTERMINATOR SVC JAN 23	53.15
	30264615	111-8023-451.56-41	EXTERMINATOR SVC JAN 23	59.90
	30704042	111-8023-451.56-41	EXTERMINATOR SVC JAN 23	309.65
	31231775	111-8023-451.56-41	EXTERMINATOR SVC FEB 23	53.15
	29533044	535-8090-452.56-60	EXTERMINATOR SVC DEC 22	154.85
	30263779	535-8090-452.56-60	EXTERMINATOR SVC JAN 23	154.85
	31230755	535-8090-452.56-60	EXTERMINATOR SVC FEB 23	154.85
				\$1,594.90
XPRESS WASH INC	17300	741-8060-431.43-20	CAR WASH SVCS JUNE	1,100.00
				\$1,100.00
YASMIN CRUZ	5206	111-6060-466.33-20	BALLET DANCING CLASSES	416.00
	5207	111-6060-466.33-20	BALLET DANCING CLASSES	352.00
	5208	111-6060-466.33-20	BALLET DANCING CLASSES	352.00
				\$1,120.00
ZORO TOOLS INC	INV12651122	111-8010-431.61-20	STEEL TRASH RECEPTACLES	3,740.90
				\$3,740.90
ZUMAR INDUSTRIES, INC.	43623	111-8095-431.61-50	WELCOME TO COHP SIGNS	4,659.66
				\$4,659.66
				\$1,023,150.85

ITEM 3



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 18, 2023

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE FAIR HOUSING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) to provide fair housing services to the sole responsive and responsible proposer, Fair Housing Foundation for a not-to-exceed amount of \$20,000;
2. Authorize the City Manager to execute the PSA.

BACKGROUND

The City of Huntington Park is a Community Block Grant (CDBG) recipient and as part of the grant section allocated for Public Services, it provides the residents with access to fair housing services. These services include, but are not limited to, promoting the enforcement of fair housing laws, and encouraging an atmosphere of open housing through education, counseling services, and outreach programs.

City staff issued a professional service agreement (PSA) presentation for qualified and experienced fair housing outreach service providers on November 11, 2022. The presentation reviewed CDBG and HUD guidelines and provided expectations of professional firms that perform similar type(s) of work. The City solicited proposals from qualified firms and the date to submit proposals was December 1, 2022. The City received one proposal.

Staff reviewed the Fair Housing Foundation proposal and found it to be responsive and properly responsible in the requirements. On May 2, 2023, the City Council reviewed and approved the Annual Action Plan for CDBG/HOME funds, including the Fair Housing Services in the amount of \$20,000 as part of the CDBG Admin allocation. Based on the proposal evaluated, it is the staff's recommendation to award the professional services agreement to the Fair Housing Foundation.

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE FAIR HOUSING SERVICES**

July 18, 2023

Page 2 of 2

FISCAL IMPACT

There will be no impact on the fiscal year budget.

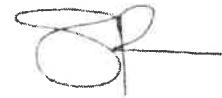
CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S):

1. Draft Professional Services Agreement for Fair Housing Foundation

ATTACHMENT "A"

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND FAIR HOUSING FOUNDATION FOR USE OF 2023/2024 CDBG FUNDS FAIR HOUSING PROGRAM

This Subrecipient Agreement ("AGREEMENT") is entered into this 1st of July 2023 between the **City of Huntington Park** (herein called the "GRANTEE") and the **Fair Housing Foundation** (herein called the "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

As a recipient of the Community Development Block Grant (CDBG) program, the City is required to Affirmatively Further Fair Housing (AFFH). FHF has been reported by HUD to be a bonafide fair housing service and therefore the primary goal is the elimination of housing discrimination and to secure equal housing opportunity and choice.

Fair Housing Foundation will not limit the number of clients served although the goal is to provide 200 unduplicated households with direct services and fair housing and landlord-tenant services and another 450 Huntington Park residents and housing providers through Education and Outreach activities along with the expected goal of 10 Fair Housing Counseling and Intakes, 190 Landlord Tenant Counseling and Assistance, 2 Staff of Community Booths, 4 Fair Housing Workshop (Site & Virtual), Advertising, and 1 Reception.

Addressing the Consolidated Plan and the National Objective of low and very low-income clients, FHF's data shows 98% of households provided with direct client services meet these requirements. All services are available throughout the City of Huntington Park as well as through walk-ins and appointments, at the Subrecipients' Long Beach or Anaheim offices, via the Subrecipients' toll-free 800-446-3247 numbers, email, www.fhfca.org. Utilizing the Virtual Counseling Network (VCN)

throughout Southern California, and at any of the numerous education and outreach activities conducted in the City of Huntington Park.

Program Delivery and Scope of Services

The Subrecipient will be responsible for providing fair housing services to Huntington Park residents city-wide over the period of July 1, 2023, through June 30, 2024. With funding from the FY 2023/24 CDBG program of the City of Huntington Park, the Subrecipient will assist 200 households with fair housing services. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

The major tasks that the Subrecipient will perform in connection with the provision of fair housing services include, but are not limited to, the following:

Activity #1: Fair Housing Discrimination Complaint Intake, Investigation, and Resolution – Counsel allegations of housing discrimination, intake of bonafide allegations, and testing and investigation to uncover whether or not there is evidence of discrimination. If evidence of discrimination is found to substantiate the allegations, cases are resolved through conciliation, our first choice, an administrative agency referral to the federal Department of Housing and Urban Development (HUD) or the state Department of Fair Employment and Housing (DFEH) or an outside attorney referral.

Activity #2: Education and Outreach Activities: To educate tenants, landlords, owners, realtors, and property management companies on fair housing laws and to promote consumer interest. All education and outreach activities are conducted within City limits. These include the staffing of booths, conducting tenant and landlord workshops, providing certificate management training, realtor trainings, and assisting with City services such as training staff and staffing walk-in clinics.

Activity #3: Landlord and Tenant Counseling, Mediations, and Assistance: Provide practical and accurate information and guidance to landlords and tenants based on their rights and responsibilities. Provide mediations, assist tenants with answering unlawful detainers, and provide effective referrals for unresolved complaints.

Activity #4: Affirmatively Further Fair Housing Activities: Assist cities in reporting their efforts to Affirmatively Further Fair Housing (AFFH), and to plan and implement activities, programs, and conduct audits to address the Analysis of Impediments to Fair Housing Choice.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Subrecipient Agreement will be regarded as a program administration cost subject to 24 CFR 570.206 (a)(1). As such, costs that are appropriately charged to this category of CDBG eligible activities, are presumed to meet a CDBG national objective, and the Grantee or Subrecipient does not have to maintain any other documentation for this purpose, pursuant to 24 CFR 570.208 (d)(4).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to meet or exceed the following performance objectives and goals. Unless otherwise noted, the Education and Outreach Services will be performed within the City of Huntington Park.

OBJECTIVES	GOALS
TOTAL UNDUPLICATED CLIENTS = 200	
Fair Housing Discrimination Services	
Fair Housing Inquiries	10
Landlord and Tenant Services	
Landlord and Tenant Counseling	190
Education & Outreach Services – In City Limits	
Persons Directly Assisted at Activities	450
Advertising:	
PSA's Announcing Activities on City Cable	3
Flyers Announcing Activities (100 each)	3
Booths	2
Community Relations:	
Community Agency Contacts	2
Community Agency Meetings	2
Presentations	2
Literature Distribution	400
Workshops:	
Fair Housing Workshops (Site & Virtual)	4
Education & Outreach Services – All City	
Public Service Announcement	24
Poster Contest and Reception	1

D. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the FY 2023/24 CDBG-funded Fair Housing Program:

Budget Category	Calculation % Charged to City
Executive Director	4.05%
Program Manager	4.05%
Community Engagement Liaison	4.05%
Outreach Coordinator	4.05%
Outreach Coordinator	4.05%
Fair Housing Specialist	4.05%
Case Analyst	4.05%
Housing Counselor	4.05%
Housing Counselor	4.05%
Receptionist	4.05%
CDBG Tester	4.05%
Fringe	4.05%
Total Personnel	4.05%

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. **TERM OF AGREEMENT AND TIME OF PERFORMANCE**

This Agreement is effective from July 1, 2023, to June 30, 2024. Services of the Subrecipient shall start on July 1, 2023, and end on June 30, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

FY 2023/2024

A Budget Category	B Calculation % Charged to City	C Matching Sources	D CDBG Contribution	E Total Program
Executive Director	4.05%	28,232	1,198	29,590
Program Manager	4.05%	22,218	937	23,156
Community Engagement Liaison	4.05%	29,977	1,265	31,242
Outreach Coordinator	4.05%	25,233	1,065	26,297
Outreach Coordinator	4.05%	24,760	1,045	25,805
Fair Housing Specialist	4.05%	9,083	383	9,466
Case Analyst	4.05%	8,628	364	8,992
Housing Counselor	4.05%	34,212	1,443	35,655
Housing Counselor	4.05%	34,608	1,460	36,068
Housing Counselor	4.05%	32,336	1,364	33,700
Receptionist	4.05%	9,693	409	10,102
Fringe	4.05%	48,479	2,045	50,525
Total Personnel	4.05%	307,620	12,978	320,598
Space	4.05%	61,125	2,579	63,704
Supplies	4.05%	51,244	2,161	53,405
Consultants	4.05%	22,844	964	23,808
Communications	4.05%	12,661	534	13,195
Mileage & Travel	4.05%	7,157	302	7,459
Insurance	4.05%	11,414	482	11,896
Total Direct Costs	4.05%	166,445	7,022	173,467
TOTAL BUDGET		474,065	20,000	494,065

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000. Drawdowns for the payment of eligible expenses shall be made

against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

City of Huntington Park
Administration
Federal Funding and Grants Division
6550 Miles Avenue,
Huntington Park, CA 90255
E-Mail: SForster@hpcg.gov

Subrecipient

Stella Verdeja
Executive Director
Fair Housing Foundation
3605 Long Beach Boulevard
Long Beach, CA 90807
E-Mail: SVerdeja@fhfca.org

VI. SPECIAL CONDITIONS

This section has been intentionally left blank.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

Prior to commencing performance of the services required by this Agreement, the Subrecipient shall provide the Grantee evidence of insurance by contacting the City Clerk. Insurance shall be maintained in full force and effect at all times that this Agreement remains in effect.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

Upon termination, the Grantee shall be liable to the Subrecipient only for work done by the Subrecipient up to and including the date of termination, unless the termination is for cause, in which event the Subrecipient needs be compensated only to the extent required by law.

The Subrecipient hereby expressly waives any and all claims against CDD for damages for compensation arising under this Agreement except as set forth in this Section in the event of such termination.

Further, the Grantee may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. In such event, the Subrecipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith, in accordance with the terms of this Agreement, that have not been previously reimbursed, to the date of said termination, to the extent CDBG funds are available.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or the Grantee during the normal business hours of the Subrecipient. If at the end of such four-year period, there is ongoing litigation, claims, negotiations, audit or other action involving the Subrecipient's or Grantee's records, which has started before expiration of the four-year period, the Subrecipient will retain the records until the completion of the action and resolution of all issues which arise from it (per 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B)).

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.

All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient agrees to supply the Grantee, on a minimum quarterly basis, any progress reports and/or other documentation as may be required by the Grantee to audit performance of this Agreement and/or enable the Grantee to analyze and evaluate utilization of the CDBG-funded activity. The Subrecipient shall maintain separate accounting records in support of the CDBG-funded activity to show the amount received and disbursed from each funding source.

- a. Subrecipient Performance Report (SPR). In order to more closely monitor the CDBG-funded activity completion and expenditures, the Subrecipient will provide the Grantee with quarterly progress reports. Progress reports are to include a narrative of the activities, and/or progress towards meeting the timeline goals and are to be submitted quarterly. Quarterly reports are to be provided no later than October 15, January 15, April 15 and July 15.
- b. HUD/Grantee Report. The Subrecipient shall submit to the Grantee in a timely manner other reports as requested/required by HUD and/or the Grantee including, but not limited to, Certified Payroll Reports, Wage Determination documentation,

Contractor/Subcontractor, EEO-4, and Minority Financial Institution Reports, and shall provide, as requested by HUD and/or the Grantee, information necessary to prepare the Consolidated Plan, Final Statement of Community Development Objectives, Grantor Performance Report (GPR), and other reports and/or plans as needed.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner

that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient acknowledges that Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG Program funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered.

The Subrecipient also agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL AND PARTICIPATION CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 104

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontractor Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or

require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public

construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

- b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content. The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this AGREEMENT, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family

ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce,

publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious and Political Activities

The Subrecipient agrees that funds granted by the Grantee under this Agreement will be used exclusively for performance of the CDBG-funded activity required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, the Subrecipient agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement, as required under 24 CFR 570.200(j). Furthermore, the Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

E. Drug Free Workplace

The Subrecipient agrees to provide a drug-free workplace by ensuring that:

1. The unlawful manufacture, distribution, dispensing, possession, sale, use, and/or transportation of narcotics, drugs, controlled substances, or alcoholic beverages by employees while on duty, driving a Grantee vehicle or on Grantee property is illegal and forbidden. Further, no employee shall report to work under the influence of narcotics, drugs, controlled substances, whether prescribed or not, alcohol, or any other substance which may impair the employee's ability to perform the job in a safe and efficient manner. Violation of this policy may result in disciplinary action, up to and including termination, even for a first offence. However, reasonable efforts at rehabilitation will be offered to encourage employees to remain active and productive members of the Grantee's workforce.
2. Employees are responsible for maintaining a work environment free from the adverse effects of alcohol and drugs and adhering to Grantee policy regarding alcohol and drug use. Failure of an employee to submit to the procedures of this policy may be deemed insubordination and result in disciplinary action.

F. Americans with Disabilities Act

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January

26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable. The Subrecipient shall comply with the ADA.

G. Discrimination

1. The Subrecipient represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, handicap, or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition to the Subrecipient obligations under this Agreement, the Subrecipient shall also comply with all relevant provisions of any Grantee minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.
2. The Subrecipient shall not discriminate on the basis of race, color, national origin or sex, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity related to the CDBG-funded activity, or otherwise, whether in whole or in part with the CDBG Funds.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this AGREEMENT shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, this Memorandum of Understanding is hereby executed on the day and year first above written.

GRANTEE

City of Huntington Park
Administration

By: _____

RICARDO REYES
City Manager

Dated: _____

Approved as to Form:

By: _____

City Attorney

Dated: _____

SUBRECIPIENT

Fair Housing Foundation

By: _____

STELLA VERDEJA
Executive Director

Dated: _____

Attest:

By: _____

City Clerk

Dated: _____

ITEM 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 18, 2023

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND ADOPTION TO EXTEND PROFESSIONAL SERVICES AGREEMENT TO PROVIDE HOMELESS OUTREACH SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize an extension for homeless outreach services with Inner City Visions until June 30, 2024.
2. Authorize City Manager to execute the extension agreement.

BACKGROUND

The City of Huntington Park is experiencing a historic rise in the number of individuals experiencing homelessness within the community. This is a nationwide problem that has significant impacts on the quality of life for businesses and residents within the community. Individuals may be facing a variety of issues that are causing them to lose their ability to be sheltered. Historically these issues can stem from financial difficulties, mental health issues, addictions, and other causes.

Inner City Visions (ICV) provides case management services, outreach, and assistance with housing and placement that will include referrals to partners. One of their partnerships is with the South East Regional Mental Evaluation Team (SERMET), which is part of the Huntington Park Police Department, to provide services to chronically homeless, gravely disabled individuals, and crisis response (intensive case management services). ICV has also partnered with the Department of Mental Health (DMH) Home Team, located in the City of Huntington Park, which has a team of clinicians to respond for transportation for long term holds or psychiatric evaluations of gravely disabled individuals.

While under contract, the CDBG COVID funding allocated for the Fiscal Year 2021/2022, in the amount of \$182,500, was not exhausted until April of 2023. However,

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE HOMELESS OUTREACH SERVICES

July 18, 2023

Page 2 of 2

the original contract was for 1 year expiring on December 7, 2022. The requested extension is to cover the period from December 8, 2022, until June 30, 2024.

FISCAL IMPACT/FINANCING

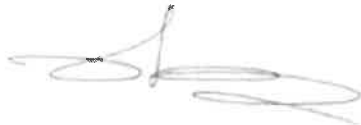
There will be no fiscal impact on the General Fund. This project will be funded through the Housing and Urban Development (HUD) grants via the Community Development Block Grant (CDBG). The funds are reimbursable to the City.

Funding Source	Account Number	Amount	
CDBG COVID	239-5030-490.56-41	\$ 113,719.19	Previously approved by City Council on December 21, 2021.
CDBG FY 22/23	239-5210.XXX.XX.XX	\$ 50,000	Previously approved by City Council on August 2, 2022
CDBG FY 23/24	239-5210.463.56.41	\$ 50,234	Previously approved by City Council on May 2, 2023.

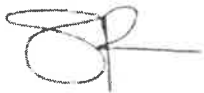
CONCLUSION

Upon the Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



Steve Forster
Community Development Director

ATTACHMENT(S):

- A. Draft Professional Services Agreement for Inner City Visions

ATTACHMENT "A"

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **8th day of December 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Inner City Visions, 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, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **December 8, 2022, to June 30, 2024**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$213,953.19** (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 Interim Director of Community Development (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work

prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

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

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under

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

IV. INDEMNIFICATION

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

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event

of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

Inner City Vision
1440 E. Florence Ave
Los Angeles, CA 90001
Attn: Alfred Lomas
Phone: (323) 848.0004

CITY:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Steve Forster
Phone: (323) 582-6161

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

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

CITY OF HUNTINGTON PARK:

INNER CITY VISIONS, INC.:

By: Ricardo Reyes
City Manager

By: Alfred Lomas
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

ATTEST:

By: Eduardo Sarmiento
City Clerk

Date: _____

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF WORK
INNER CITY VISIONS, INC.

DRAFT

EXHIBIT "A"



CITY OF HUNTINGTON PARK

6550 Miles Avenue, Huntington Park, California 90255

[Tel] 323-582-6161 [Fax] 323-584-6244

DEPARTMENT

www.hpca.gov

APPLICATION FOR PUBLIC SERVICE AGENCY FUNDING

Response Due Date: December 1, 2022

Applications must be submitted to:

City of Huntington Park, Community Development Department,
6550 Miles Avenue, Huntington Park, California 90255.

Attention: Ishah Ahumada.

Late applications will not be accepted.

Please call Ishah Ahumada (323) 584-6290 with any application questions.

ORGANIZATION GENERAL INFORMATION

Agency Legal Name:	Inner City Visions
State Franchise Tax I.D. Number:	EIN 27-1212539
Address:	PO BOX 26081
City:	Los Angeles
Zip Code:	90026

CONTACT INFORMATION

Contact Person:	Alfred Lomas
Title:	Executive Director
Phone Number:	213-505-6125
Email:	alfredlomas@gmail.com

PROJECT INFORMATION

Brief Title of Program:	Homeless Outreach
Funding Amount Requested: (July 1, 2023 – June 30, 2024)	

Proposers are requested to submit one copy of the following documents with the application:

- Articles of Incorporation (unless submitted previously or has changed)
- Bylaws (unless submitted previously or has changed)
- Board of Directors designation of official authorized to execute contracts

II. Please respond to the following questions on three pages maximum.

(You may use the front and back of each page if necessary- Font Size 12)

NOTE: PROPOSALS WHICH DO NOT CONFORM TO THE FORMAT AND SPACE REQUIREMENTS (INDICATED ABOVE) WILL BE DETERMINED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR FUNDING.

1. Briefly describe *only the proposed program for which CDBG funds are requested* including hours of operation and location where services will be provided. Describe how the funds requested will be used to implement your program.

Inner City Visions (ICV) will provide case management services, outreach, and assistance with housing and placement that will include referrals to partners we have created that serve the city of Huntington Park this past year of services under CDBG funding. Our hours of operation are Monday thru Friday 9am to 5pm, some weekends to increase outreach efforts and special events. We currently have two office spaces where we conduct our daily business: 1440 E Florence Ave, Los Angeles CA, 90001- and 6550 Miles Ave. Huntington Park, CA 90255

Funds requested will support our team which include Project Coordinator (1 PT) Program Coordinator/Case Manager (1 FT) Outreach Worker (1 FT) Housing Navigator/Case Manager (2 PT) Compliance Management (1 PT).

Over the past year we have developed and implemented our 3-tier approach to outreach and service each individual struggling with homelessness which include:

THREE TIER APPROACH ENGAGEMENT AND SERVICES

TIER 1 - Engage: Outreach and engage individuals to support and direct them to emergency shelters or the proper agency based on their needs assessment.

TIER 2 - Support: Through specialized programs we want to secure services that support individuals getting back on their feet.

TIER 3 - House: Case Management highly focusing on permanent solutions to transition back into permanent housing, employment, substance abuse centers or seeking education.

FOUR TIER APPROACH FOR IDENTIFYING CLIENTS NEEDS

Tier 1: Severe Mental Health Dual Disorders equals Chronic Homelessness.

Tier 2: Drug induced disabilities, alcoholism, narcotics, prescription medication, possible mental health issues, equals homelessness.

Tier 3: Economic/emotional dilemmas, social deficits, prior alcohol, and drug use equals homelessness.

Tier 4: Prevention; Evictions in process, Section 8 voucher holders, insufficient funds to cover rent.

This 3-tier approach to engagement and services, case management and supportive services was developed with the understanding of the overall goals of the County Homeless Crisis Response System which facilitates the coordination and management of resources and services, the identified goals of Huntington Park and the directive to address the needs of homeless individuals in the city. Inner City Visions understands the unique program development of these needs as it has 15 years of history providing street outreach and case management services through multiple contracts and grants from several funders.

Research has shown that providing for the basic needs of shelter proves effective in improving program participants' health and well-being in other areas; once stable housing is obtained, a major stressor is reduced, allowing them to focus their attention on other issues and needs. The provision of permanent supportive housing, including housing assistance via our use of our internal Case Managers, and coordination with external LAHSA Housing Specialist and Housing Navigators from other partnering organizations, offers concrete and effective support to homeless individuals who may still be struggling with issues of daily living and decision-making as they seek to restore housing. This then is the concept of "Housing First" that has been embraced by ICV.

Based on the Los Angeles Homeless Services Authority's 2020 homeless count there is 282 unsheltered individuals in Huntington Park that need our support.

Based on the 2022 Homeless Count on LAHSA website total 86. This population, of which the vast majority (97%) are single Hispanic adults, and includes roughly 2% that constitute families, 1% veterans, and 1 percent unaccompanied youth.

Funds requested are implemented through the following areas:

Operational funds - salaries, transportation, insurance, office rental fees, equipment, program supplies

Marketing Funds - business cards, flyers, event costs

Direct Client Needs - Hot meals, hygiene kits, snack bag kits, gas gift cards to support clients living out of their car, clothing, baby needs for families such as diapers, metro passes, grocery gift cards for families, DMV registration cost, birth certificate certified copies for out of State clients.

2. Describe your agency's experience in providing services to low-income persons.

For more than 15 years Inner City Visions (ICV) is known in the Florence-Firestone and surrounding communities for providing a safe and welcoming place for residents to seek refuge, support and to fulfill the need of belonging. ICV is a 501 (c)(3) nonprofit organization located in the epicenter of homelessness, educational and economic disenfranchisement, gang violence, and through the COVID-19 pandemic. We engage the most at-risk and vulnerable populations such as the homeless, seniors, veterans, unaccompanied and exploited youth to provide solutions to their ever-evolving hardships. In addition, ICV has been combatting human trafficking in Florence-Firestone and surrounding communities, including Huntington Park, by addressing the deeply engrained dysfunctions of a generationally disadvantaged and gang-influenced communities. ICV is the only CBO in the area that is built on a history of long-standing community relationships and has an in-depth understanding of how individuals become vulnerable to homelessness, exploitation, and recruitment into the commercial sex trade.

Since its inception in 2010 and through its various grants and contracts, ICV has and continues to incorporate street outreach to homeless individuals and families in the Florence Firestone community, Huntington Park, Walnut Park, and particularly along the Alameda Corridor.

For those working with unhoused individuals, coordination, and referral to a network of providers is a must to support their extensive needs. These include, but are not limited to medical, psychological, financial, housing, employment, etc. As such, ICV collaborates and makes warm hand off referrals to entities such as LAHSA, Housing Rights Center, Skid Row Shelters, SSG/HOPICS, SRO Housing Corporation, Bell Salvation Army Shelter, Victory Outreach, Los Angeles County Department of Health Services, Homeless Youth Forum of Los Angeles, Los Angeles County Department of Mental Health, and a litany of government entitlement programs to name just a few.

3. What homeless services does your agency provide, particularly services related to transitioning persons out of homelessness?

Inner City Visions homeless services model includes,

Homeless Prevention: We assist clients who have received eviction notices and refer them to tenant right's workshops. We help section 8 voucher holders find available units by calling and connecting with property management companies. We help submit rental applications online. We refer clients in need of funds to move-in/security deposit to Problem-Solving through LAHSA.

Homeless Diversion: We focus our efforts in connecting individuals to emergency housing assistance by directing them to an CES Access Center.

Self-Sufficiency Skills Training: We provide job readiness training ourselves which includes; resume building, cover letters, reference letters and online employment applications. In addition, we refer clients to employment agencies for example Hub Cities and staffing agencies. We assist senior citizens apply for senior housing and section 8 lottery apartments.

Outreach: Engage individuals by providing them with hot meals, snack bags, or hygiene kits to build relationships and trust.

Referral Services: Based on our clients' needs assessment we refer them to the following services; emergency shelters, medical assistance, substance abuse services, property management companies, and a variety of shared living agencies. Which may include transportation, scheduling tours, and third-party referrals.

Case Management: By advocating for our clients in need of additional support we bridge gaps with agencies and clients who do not have the ability to communicate or follow up via email or phone. This process may include obtaining vital documents, creating emails, access to phones to be able to follow up, and the skills/tools needed to submit paperwork.

4. Describe the need for your proposed program for Huntington Park residents. Describe past and current efforts to fulfill this need by your agency, as well as by other organizations.
 - a. Discuss your organization's ability to meet the HUD requirement that the *service directly benefit the City's low-income population*. How many clients did your agency serve last year? *How many were Huntington Park residents? How many Huntington Park residents were low-income?*

This year we received referrals to assist many low-income Huntington Park residents who have received eviction notices, are backed-up on rent or owe a high amount in utility bills. Our prevention efforts allow us to connect residents with agencies who offer tenant rights workshops who can further educate the community of what resources are available to them. Another referral we make is to Problem-Solving through LAHSA, who can assist our clients with short term housing intervention solutions to maintain permanent housing. Our agency served a total of 124 clients this year and all were Huntington Park residents. We have also been able to service 124 low-income Huntington Park Residents.

- b. How many total clients or households will your proposed program serve in 2023- 2024?

120

- c. How many Huntington Park residents will your proposed program serve in 2023 - 2024?

150

- d. What percentage of total clients served will be Huntington Park residents?

100%

(4.c. divided by 4.b. = 4.d.)

- e. How many low-income Huntington Park residents will your proposed program serve?
in 2023-2024?

150

(See Exhibit II. HUD Low Income Guidelines)

- f. What percentage of low-income clients served will be Huntington Park residents?

100%

(4.e. divided by 4.c. = 4.f.)

5. Describe how your organization will provide a new service (in addition to your current services) or provide an increased level of service to low-income Huntington Park residents using the CDBG funds.

With our 3-Tier approach of engagement and services

Intensive Case Management: Inner City Visions Team will increase our case management services. We are determined to serve our clients and see them through their personal journey to be housed. We are committed to supporting and serving the neediest and most vulnerable by closing the gaps amongst the most common barriers and continue to engage and build rapport with this community.

Community Involvement: As a result of this year, we have been a part of two new meetings within the community to exchange concerns, ideas, and service provider information that benefits the City of Huntington Park residents. We are committed to listening to the concerns of residents, businesses, and community leaders to work together to best service clients. We will continue this by meeting once a month with St. Matthias Church as well as the roundtable of providers with the Mayor of Huntington Park. We will continue to participate with the SERMET team of Huntington Park engaged in their bi-monthly night outreaches that allow us to connect with the homeless community after hours in areas that normally we would not be able to engage and follow up with services. This provides an opportunity to build a relationship with those who normally are hidden away in areas that are not as visible during the day.

Increase Local Partnerships: We have been successful in building positive rapports with many agencies who service the City of Huntington Park and provide a warm hand off that is needed when transferring over a client to specialized programming. As we continue our efforts this coming year, we are hoping to build upon those partnerships by increasing the number of agencies and programs available to our clients. The following agencies have been used when connecting our clients to services and following up; LAHSA, PATH, Helpline Youth Counseling, The Whole Child, Hub Cities, Gateway Cities, Whittier First Day, Guadalupe Homeless Project, Hope Gardens, Safe Parking, Housing 2 Employment, Share Self Help, Salvation Army Huntington Park, Bell Shelter, Department of Mental Health.

6. Will the requested CDBG funds be leveraged with other funds? Explain. List the other funding sources below and the amount of funding they will contribute to your proposed program.

Please also complete and attach Exhibit I, Program Budget.

The requested CDBG funds will be leveraged with our existing funds under TPI and private funds to support the outcomes of our proposal

TPI funds will support a portion of the monthly rent, printing supplies, along with outreach materials

Our private funding will support with additional staffing when needed, and hotel vouchers

CERTIFICATIONS

I certify that the contents of this application are accurate.

Alfred Lomas

Agency Director

OL

Signature

11/30/22

Date

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING REQUIREMENTS

- All CDBG-funded programs must serve at least 51% low-income persons
- (See Exhibit II, HUD Low Income Guidelines).

ITEM 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 18, 2023

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO MICHAEL BAKER INTERNATIONAL FOR PROFESSIONAL SERVICES RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME AND HOME-ARP (AMERICAN RESCUE PLAN ACT OF 2021) GRANT ADMINISTRATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize first amendment for professional services related to Housing and Urban Development (HUD) grants, including but not limited to CDBG, HOME, and HOME-ARP grant administration and;
2. Authorize the City Manager to execute the first amendment.

BACKGROUND

At the regularly scheduled City Council meeting of May 2, 2023, the City Council approved the CDBG and HOME Administration allocation for the Fiscal Year 2023-2024 Annual Action Plan. The funding is to go towards the administration of the First Time Home Buyer (FTHB), Home Repair Program (HRP), and Emergency Rental Assistance Program (ERAP). On June 30, 2023, the Council also approved a Community Development Housing budget which included Michael Baker International to assist in the application process and administer the programs for Fiscal Year 2023-2024.

The City has been successfully awarded the following as a result of the partnership with Michael Baker International:

- CDBG and HOME funds in the amount of \$1,747,364.00
- The American Rescue Plan Act of 2021 in the amount of \$2,180,103.00

Staff is recommending that we extend the life of the contract with Michael Baker International one (1) year. The cost of the services performed by Michael Baker International are entirely borne by the grant funds.

**CONSIDERATION AND APPROVAL TO PROVIDE A ONE (1) YEAR CONTRACT
EXTENSION TO MICHAEL BAKER INTERNATIONAL FOR PROFESSIONAL
SERVICES RELATED TO THE CDBG AND HOME GRANT ADMINISTRATION**

JULY 18, 2023

Page 2 of 2

The funding sources for the aforementioned grants will be as follows:

Funding Source	Account Number	Amount
CDBG FY 23/24 ADMIN	239.5030-465-56.41	\$ 120,000.00
HOME ARP ADMIN	xxx.xxxx-xxx-xx.xx	\$ 75,000.00

FISCAL IMPACT

There is no impact to the City's general fund as all fees and costs related to the CDBG and HOME grant are expensed in the grant itself.

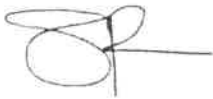
CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S):

- A. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT.
- B. MICHAEL BAKER INTERNATIONAL PROPOSAL LETTER

ATTACHMENT "A"

ATTACHMENT "A"



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of July 1, 2023, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and **Michael Baker International**, (hereinafter, "Consultant"). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City of Consultant interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, the City requires assistance with various consulting services and tasks set for in the Scope of Services Exhibit "A".

WHEREAS, the contract timeline is extended to June 30, 2024, and the compensation for the work covered is \$120,000.00 (One Hundred and Twenty Thousand Dollars) for the Community Development Block Grant (CDBG) and HOME Administrative Services.

WHEREAS, the compensation for the work covered is \$75,000. (Seventy-Five Thousand Dollars) for the HOME American Rescue Plan Act of 2021 Administrative Services.

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

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



Office of Community Development

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

CITY OF HUNTINGTON PARK:

MICHAEL BAKER INTERNATIONAL

By: _____
Ricardo Reyes
City Manager

By: _____
Damien Delany
Housing & Community
Development Department Manager

Date: _____

Date: _____

ATTEST:

By: _____
Eduardo Sarmiento
City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTACHMENT "B"

July 9, 2023

Ishah Ahumada
Project Manager
CITY OF HUNTINGTON PARK
6550 Miles Ave.
Huntington Park, CA 90255

RE: Proposal for CDBG and HOME Program Administration Services

Dear Ms. Ahumada,

Michael Baker International (Michael Baker) is pleased to submit this proposal to continue to provide General Grant Assistance to the City of Huntington Park. It is our understanding, the City seeks continued support with CDBG and HOME program administration (planning, program compliance, technical assistance, and ongoing financial reporting) in addition to Residential Rehabilitation Assistance Implementation Assistance and preparation of the corresponding environmental documents.

Michael Baker has established sound practices and standard procedures to maintain a high level of accuracy and productivity in grant management. Our staff possesses over 30 years of grant management and public administration experience. Further, our staff regularly attends workshops and training sponsored by the Department of Housing and Urban Development and the State to remain current with changing regulations, principles, and procedures. Michael Baker staff members are well qualified to provide the services being requested by the City of Huntington Park based on their educational background, career training, and work experience.

The Scope of Services is as follows:

1. General Federal Grant Assistance

- a) Conduct weekly calls with staff regarding the status of the City's CDBG and HOME Program. Take corrective actions as necessary.
- b) Assist with the completion of monthly task items and ensure all are on track through end of fiscal year.
- c) Provide technical assistance to staff with overall program administration.
- e) Provide assistance with the implementation of the Residential Rehabilitation Program.
- f) Assist staff with technical assistance regarding the administration of Successor Agency matters, PLHA, State grant reporting, HOME-ARP and other non-Federal Grant items. This task will also include monitoring of the HOME Program.

2. 2022-23 CAPER

- a) Prepare close out reports and CAPER
- b) Assist with public participation/notices

3. Environmental Review

- a) Prepare NEPA reviews for public service projects, capital projects and HOME funded affordable housing projects.

4. CDBG and HOME Program Compliance and Monitoring.

- a) Conduct annual monitoring of CDBG and HOME Program subrecipients which include Fair Housing Program; Public Service Programs and Public Works projects. This task will also include monitoring of the HOME Program.

The Scope of Services for the HOME Program is as follows:

6. HOME Funded Affordable Housing Assistance

- a) Assist staff with the administration of HOME program activities, affordable housing project implementation and reporting and the implementation of the HOME-ARP funds.

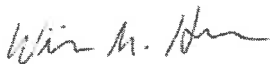
Budget

Michael Baker staff will provide the above assistance on a time and materials basis and will bill monthly only for service and time costs incurred. The budget below is based on a weekly hourly estimate and monthly cost estimate to provide the services described in the above tasks.

Task	Hours	Cost
Task 1	Grant Management Assistance	\$120,000
Task 2	HOME ARP Implementation	\$75,000
Total		\$195,000

We believe that the services being offered by Michael Baker will fulfill the City's needs in an efficient, task-oriented, and cost-effective manner. We sincerely appreciate the opportunity to submit this proposal and look forward to continuing to assist the City of Huntington Park. If you have any questions regarding this proposal, please contact Damien Delany, at (562) 200-7177, or Ddelany@mbakerintl.com.

Sincerely,



William Hoose, AICP
Associate Vice President

ITEM 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-07 SALT LAKE PARK CISTERN PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering and environmental firms for the preparation of Plans, Specifications and Estimate of CIP 2022-07 Salt Lake Park Cistern Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

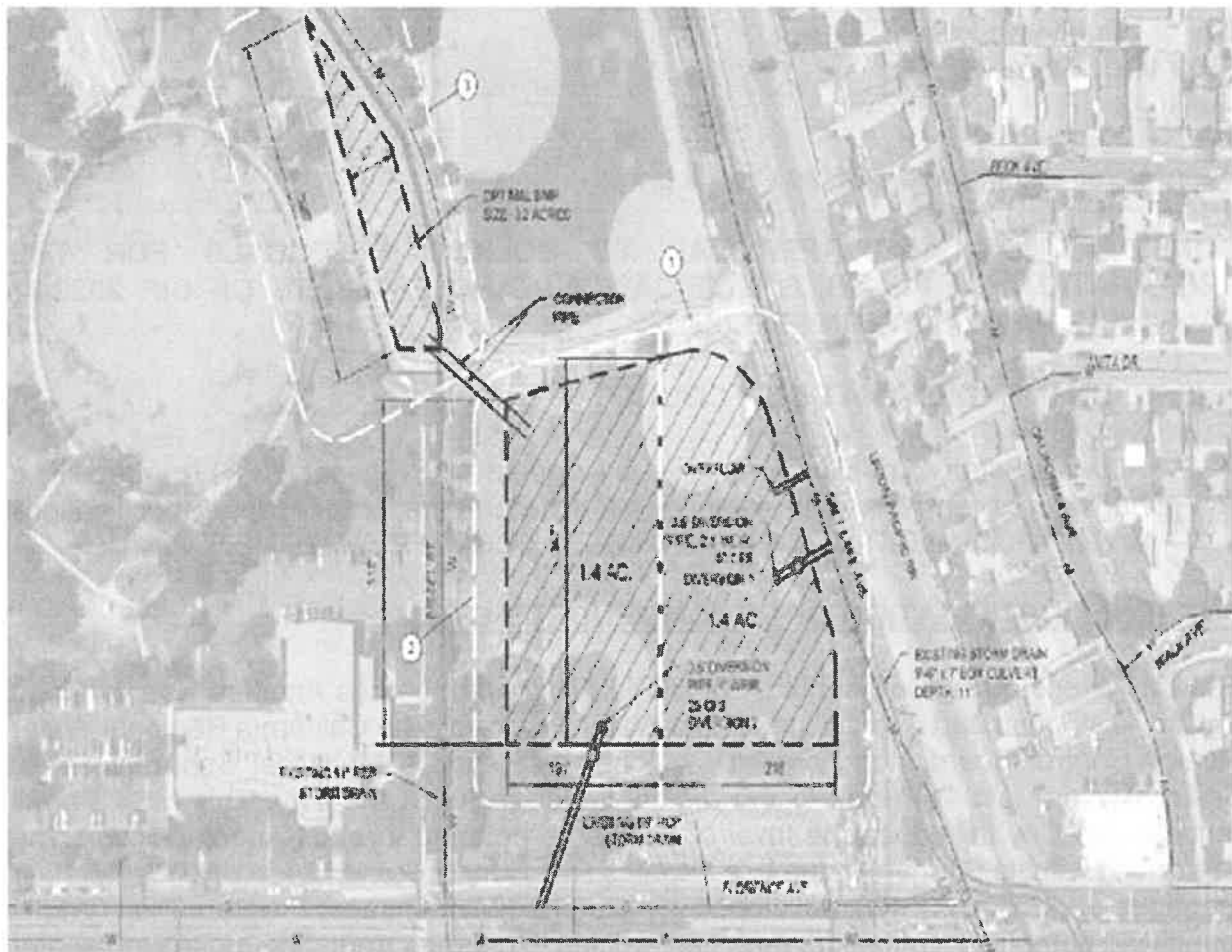
The City executed Agreement No. 2022RPLLAR02 with the Los Angeles County Flood Control District as part of the Safe, Clean Water Program. The California Regional Water Quality Control Board, Los Angeles Region, has issued a Municipal Separate Storm Sewer System (MS4) Permit to the region, which includes the City. This MS4 Permit requires the City to reduce the level of pollutants entering the Los Angeles River. The City, along with its partners in the Los Angeles River Upper Reach 2 (LAUR2) Watershed Management Group (WMG), developed a Watershed Management Program/Plan (WMP) identifying potential locations for regional facilities to capture, treat, and reuse stormwater runoff. These stormwater capture projects typically involve underground infiltration cisterns (vaults) which can hold stormwater and disperse it through percolation into the underlying groundwater aquifers.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-07 SALT LAKE PARK CISTERN PROJECT

July 18, 2023

Page 2 of 4

The MS4 Permit also established deadlines for the construction of these capture and treatment projects. To meet these deadlines, funding is available through the Safe Clean Water Program (SCWP) ballot measure, which was passed by voters in 2018. The SCWP provides funding through a competitive Regional Program. One of the locations identified in the WMP for the LAUR2 region is Salt Lake Park. This location was identified due to the size of the park and the downstream location of the storm drain system which collects stormwater in the City. The proposed Salt Lake Park Project would include construction of an underground stormwater infiltration cistern, adjustment of above-ground surfaces to capture additional stormwater flows, and re-configuration of underground piping to route stormwater flows into the cistern. The project would recharge an estimated 240 to 550 acre-feet (AF) of stormwater into the Central Groundwater Basin aquifers each year. The basic project layout and components are shown in Figure 1 below:



Environmental and engineering support from an outside consultant is necessary to accomplish the environmental and design phases of the project. A formal RFP

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-07 SALT LAKE PARK CISTERN PROJECT

July 18, 2023

Page 3 of 4

(Attachment 1) will be published to solicit proposals from qualified firms to provide the necessary services for the project.

The following is a tentative schedule:

RFP ISSUED	July 21, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 28, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 7, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 20, 2023
TENTATIVE INTERVIEW DATES	October 2 to 5, 2023
TENTATIVE CITY COUNCIL AWARD DATE	October 17, 2023
APPROXIMATE NOTICE TO PROCEED DATE	October 30, 2023

LEGAL REQUIREMENT

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

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

FISCAL IMPACT/FINANCING

City is the recipient of a grant amounting to \$4,500,000. City received the first installment (\$1.5 million) from the County of Los Angeles on May 15, 2023. At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-07
SALT LAKE PARK CISTERN PROJECT**

July 18, 2023

Page 4 of 4

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

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Request For Proposals

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR**

**Professional Planning, Environmental, Engineering Design Services
Environmental Review, Plans, Specifications, and Estimate (PS&E)**

CIP 2022-07 Salt Lake Park Cistern Project

PROPOSAL DUE DATE: SEPTEMBER 20, 2023, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcg.gov



Table of Contents

1.	INTRODUCTION	2
2.	OVERVIEW	2
3.	SCOPE OF SERVICES	3
	A. Task 1 – Conduct Field Review and Surveys	5
	B. Task 2 – Prepare Design Plans for Construction	5
	C. Task 3 – Project Specifications at 30%, 75% and 100% Submittal.....	6
	D. Task 4 – Construction Estimate	6
	E. Task 5 – Permitting and Regulations	7
4.	KEY PERSONNEL.....	11
5.	CITY’S STANDARD PROFESSIONAL SERVICES AGREEMENT	11
6.	INSURANCE REQUIREMENTS.....	11
7.	EVALUATION CRITERIA	11
8.	SELECTION PROCESS.....	12
9.	REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....	12
10.	FEE.....	14
11.	QUESTIONS REGARDING THIS RFP	14
12.	PROPOSAL SUBMITTAL PROTOCOL	15
13.	PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION ..	15

1. INTRODUCTION

The City of HUNTINGTON PARK (City) is soliciting Proposals from qualified and experienced consultants for planning, environmental and design services associated with the preparation of Plans, Specifications, and Estimate (PS&E) for the construction of CIP 2022-07 Salt Lake Park Cistern Project (Project). This is an infiltration project aimed at capturing and treating urban runoff in compliance with the latest edition of the State Water Resources Control Board issued a General Permit for the Discharge of Storm Water as part of the Municipal Separate Storm Sewer Systems (MS4).

This grant-funded agreement is Phase I of a Project to be completed as funds become available. Part of the Project will require the restoration of any impacted area requiring the replacement of irrigation systems, trees, landscaping, lighting, hardscape, paving, signage, etc. associated with Salt Lake Park. The project will assist the City and the Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Management Group (WMP) meet its NPDES MS4 Discharge requirements as recommended in the UR2 Watershed Management Plan (WMP) and water conservation efforts. The WMP is attached as reference. The proposed schedule is for design completion to coincide with the executed agreement, which is attached as reference.

2. OVERVIEW

On July 23, 2021, the Los Angeles Regional Water Quality Control Board (LARRWQCB) adopted Order No. R4-2021-0105 revising the waste discharge requirements for MS4 dischargers within the coastal watersheds of Los Angeles County covered by NPDES Permit No. CAS004004 (collectively referred to as "MS4 Stormwater Permit"). This new Stormwater Permit became effective on September 11, 2021 and regulates the water quality of urban runoff in cities within most of Los Angeles County. It applies to discharges from all the regulated Cities and unincorporated County areas and covers all runoff conveyed over or through municipal streets, sidewalks, curbs, gutters, catch basins, storm drains, ditches, man-made channels and similar facilities.

On June 27, 2013, the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, and the Los Angeles Flood Control District formed the LAR UR2 Watershed Management Area (WMA) Group to collectively address the MS4 Permit requirements. The LAR UR2 WMA lies exclusively within the Los Angeles River Watershed and drains to Reach 2 of the Los Angeles River, an effluent (treated wastewater) dependent concrete lined river channel. The WMA

Group completed a WMP for the LAR UR2 WMA on June 26, 2014. The LAR UR2 WMP received final approval from the LARWQCB on August 13, 2015. A copy of the WMP is provided in Appendix 1.

The WMP outlines past actions taken by the UR2 Watershed agencies to improve stormwater quality and identifies programs and projects that are required to meet the MS4 Permit requirements. These consist of six regional BMP projects and a series of residential and commercial low impact development, or "LID Street" renovations that the Cities, independent of the regional projects, must implement over the next two decades. The six regional BMPs were specifically located under public lands, such as parks and easements, to minimize land acquisition costs. LAR metals and bacteria TMDL levels must be achieved by mandated interim and final compliance dates, thus driving the WMP implementation schedule.

The Project area is a former City dump, monitored by CalRecycle (Huntington Park City Dump (19-AA-5369)). City currently coordinating with CalRecycle to obtain an approved Phase II Work Plan.

Please visit CalRecycle's website for additional information:

<https://www2.calrecycle.ca.gov/SolidWaste/SiteDocument/Index/1306>

Consultant is responsible to coordinate with CalRecycle and assist with all documentation, reporting, monitoring, testing, etc. associated with the

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2022-07 Salt Lake Park Cistern Project**. The consultant applying should have significant experience in planning and preparing environmental documents and plans, specifications, and cost estimates. The objective of the project is to also assist in obtaining a permit approval from CalRecycle to construct the Project.

In developing the Project plans, the selected consultant shall meet the following goals:

- Reduce pollutant concentrations discharging from the watershed
- Capture 100% of dry-weather and maximize reduction of wet-weather flows to the LA River
- Increase surface water capture for groundwater recharge and/or reuse within the park
- Monitor improvements on urban runoff quality
- Increase public education and community awareness regarding stormwater quality

These goals must be accomplished using cost-effective approaches that will serve as a model that can be replicated and expanded in other parts of the city as well as adapted to other parts of the LAR UR2 WMA.

The selected design consultant will provide design concept alternatives that accomplish the goals of this Project. The design consultant shall be responsible for conducting a design workshop for City Council, staff and residents. A final design concept will be selected upon consultation with the project management team and consideration of comments on the recommended design alternatives. The final product should reflect an integrated and consistent functional design as reflected in the goals and required elements for this Project. The design should be creative, sustainable, aesthetically pleasing and incorporate the community's needs and take into consideration the short and long-term maintenance of the final product. The design consultant's scope of services will include the following elements:

1. Project Management and Coordination
 - a) Project coordination, monitoring, and administration.
 - b) Attend project kickoff meeting, project coordination meetings, design review meetings, pre-bid meeting, and pre-construction meeting.
 - c) Perform quality assurance/quality control (QA/QC) activities.
2. Site Investigation, Data Collection, Records Research
 - a) Review existing records, review existing data including but not limited to records, drawings, reports, maps and other documents relevant to the limits and scope of this project.
 - b) Coordinate with various utilities requesting existing utility mapping for the design alternatives and coordinate the relocation of utility lines and appurtenances, if any.
3. Project Development
 - a) Identify and develop design alternatives for review and consideration.
 - b) Perform field investigation of the alignments to determine the constructability issues, alignment location and utilities conflicts.
 - c) Develop conceptual plans for the proposed alignment alternatives for discussion.
 - d) Establish design criteria.
 - e) Prepare probable engineer's cost estimates for each option for review.
 - f) Identify all required permits and permitting agencies, and prepare submittals to successfully procure permits.

The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, measurements, surveying, engineering plans, layouts, typical sections, and construction details necessary to construct the Project. The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Sidewalks/walkways in the project area will be designed and include slope percentages, elevations, etc. in compliance with ADA regulations. Improvements will comply with Greenbook and Caltrans Standards. Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.

Following are the key tasks to be addressed in the Technical Proposal:

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

A. Task 1 – Project Management and Coordination

The Scope of Work for this task includes, but is not limited to:

- Kick-Off Meeting – Consultant shall attend a Kick-Off meeting to be held at the City.
- Community Workshop – Consultant shall conduct a workshop where the project goals and alternatives are presented.
- Quality Control – Consultant shall provide and institute a written protocol to ensure that the project design package ensures a high-quality project.
- Schedule – Consultant shall provide a written description of how it will arrange the project to ensure that work products are completed on a timely manner and the project meets its schedule and budget.

The design consultant shall maintain a schedule of all planning and design activities identifying all of the Consultant's work tasks with start and finish dates. The schedule shall be evaluated and updated, if necessary, on a monthly basis.

B. Task 2 – Prepare Design Plans for Construction

Basic Requirements:

- Design Approach – Consultant shall evaluate alternative diversions, pretreatment and stormwater capture strategies and make a recommendation as to the best design for the project. Consultant shall consider such factors as existing right of way, infiltration rates, water quality, costs, permitting requirements, existing utilities and any other factors necessary to provide a definitive recommendation.
- Utility Research – Consultant shall obtain comprehensive utility data for all alternative layouts from all utility purveyors.
- Regulatory Agencies – Consultant shall obtain and provide a listing of all agencies with permitting authority over the project components.
- Sizing and Sitting – Consultant shall determine the best sizing and site layout for the stormwater capture facility.
- Hydrologic Study – Consultant shall undertake a study to update and summarize the critical storm sequence, flow rates and volumes to meet TMDLs and other project goals.

- Hydraulic Analysis – Consultant shall prepare a hydraulic analysis to verify configuration of all diversion and transition structures and pipeline sizing.
- This analysis shall conform to the Los Angeles County Flood Control District's standards.
- Data Collection Integration – Consultant will develop a monitoring system to collect real time flow and volume data.
- Materials Evaluation / Recommendation – Consultant should evaluate and recommend materials to be used for construction of all facilities in the final design.
- Preliminary Layouts – The consultant shall include a preliminary site plan for the proposed reservoir(s) and a layout for each pump station.
- Preliminary Estimate of Probable Construction Costs – Consultant shall include a preliminary cost estimate for the Project. The cost estimate should include costs for the alternative pipeline alignments as well.

C. Task 3 – Survey and Mapping

- Survey Research / Look Up – Consultant shall perform sufficient survey research to obtain all necessary record information, including Records of Survey, Parcel Maps and Tract Maps, to establish survey benchmark(s), survey control and all other necessary information to ensure that the project is accurately located and documented. Survey research will need to be obtained for all alternative pipeline alignments.
- Right of Way Research / Easements – This task should be performed in conjunction with the preparation of the project BDR above. Consultant shall research and identify all required easements and / or offers of dedication for each alternative pipeline alignment to ensure that the new pipelines have legal access.
- Topographic Mapping – Consultant shall prepare topographic survey for the project sufficient to generate surface models for all proposed facilities. Consultant shall be responsible for all utility mapping, survey control, and design.

D. Task 4 – Geotechnical

- Provide a combination of borings and trenches as required to provide geotechnical information on infiltration rates and groundwater augmentation potential. The geotechnical investigation shall include borings sufficient to design the diversion treatment, and stormwater capture facilities.

Laboratory testing shall include at a minimum the following:

- In-situ moisture and dry density
- Expansion Index
- R-value determination
- Soil Corrosivity
- Grain Size Analysis
- Maximum Dry Density and Optimum Moisture Content
- Direct Shear
- Liquefaction / shrinkage and subsidence

The above-mentioned testing represents the minimum requirements and Consultant shall include any and all testing required for the design and specifications.

E. Task 5 – Utility Search

- Consultant shall conduct a utility search to identify any existing or planned future utility conflicts near or within the Project Area. Street, water, sewer, storm drain, and utility plans and maps will be obtained from the City. A utility search will be conducted based on proprietary accessibility to DigAlert records. A preliminary, first, and final utility search will be sent to conflicting utility companies. A complete record log of all utility contacts and responses will be maintained throughout the project. For any potential construction conflicts, relocation of utility lines will be coordinated to ensure the project is implemented as planned.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.

F. Task 6 – Hydrologic Evaluation

- Consultant shall undertake an evaluation of the hydrology of Salt Lake Park Watershed Area used in the reasonable assurance analysis. The hydrology will be updated as necessary for design of the project. The report should provide the magnitude of the 85% percentile storm volume necessary to meet the TMDL requirements and to develop a mean annual number of storm events. The hydrologic

evaluation will also extend to determine how mean annual volume of water that can be captured and used to augment the regional water aquifers.

G. Hydraulic Analysis

- Consultant will be responsible for a hydraulic analysis to be performed to assess the pre and post existing conditions to ensure that flood control capabilities are not impeded by the system. The hydraulic analysis shall comply with the requirements of the Los Angeles County Flood Control District. Data from LACFCD will be obtained regarding the design storm event. Hydrologic analyses will be performed to determine the storm event response given the current watershed conditions.

H. 30% Design Submittal

- Based on the selected alternative, the Consultant shall procure services to perform the aerial or ground surveying and mapping.
- Develop design Base Map to include utilities, right-of-way, easement, and lot lines.
- Develop plan sheets for the diversion and stormwater capture facilities showing existing utilities and proposed alignments at 1-inch equals 20 feet scale.
- Prepare legal descriptions of easements and easement exhibits, as necessary.
- The easement descriptions will be provided to the City in a word processing file format. The easement exhibit will show an easement number, owner's name(s), scale, north arrow, square footage of sanitary sewer easements and the location of all temporary and permanent easements. Provide an overall easement layout map showing ownership names, street names and property lines.
- Identify utilities to pothole.
- Prepare list of technical specifications and engineer's cost estimate.

I. 65% Design Submittal

- Diversion Facility Plans – The 65% submittal of the plans shall include the project topography, plan view design (alignment within the roadways) and shall identify the required easements and/or offers of dedication required.
- Pre-treatment Facility Plans – The 65% submittal shall include the project topography, a site layout for each booster station, mechanical equipment layout, a grading plan, electrical facilities including total electrical load and a single line diagram, structural plan for the enclosures and all electrical and piping for the site.

- Stormwater Capture Facility Plans – The 65% submittal shall include the project topography, reservoir site plan, site/yard piping, and proposed reservoir, and appurtenances orientation.
- Hydrology Study – Consultant shall include hydrology studies for the site. The hydrology study(ies) shall identify off-site tributary flows, on-site pre and post development calculations, capture calculations and recommendations for onsite retention / detention. Consultant shall incorporate LID's in his/her grading design.
- Landscape Plans – Consultant shall include landscaping and irrigation plans for restoration of the site. The landscaping plans shall be designed so as to incorporate drought tolerant landscaping features within the context of the existing park landscape plan. Consultant is advised that the landscape design should incorporate the LIDs and BMPs identified in the hydrology study, SWPPP and the erosion control plans.
- Process, Instrumentation and Control – Consultant shall meet with staff to determine specific equipment to be used for process, instrumentation and control of the new facilities to be constructed in conjunction with this project. All equipment utilized in the design of the communications and control system for the project shall conform and/or be compatible with existing equipment currently being utilized by the City.
- Engineer's Estimate of Probable Construction Costs – With the submittal of the 65% design plans, reports and studies, the Consultant shall provide an estimate of the probable construction costs.

J. 95% Design Submittal

- Coordinate potholing and geotechnical subsurface borings. Subsurface information will be obtained as follows:
 - At every manhole location.
 - The depth of the soil borings will be to one (1) foot below proposed sewer invert elevation or to auger refusal, whichever comes first.
- Prepare complete detailed plans, plan and profile drawings, general drawings, standard and project details, pipe connection details, technical specifications and 90% engineer's cost estimate.
- Prepare standard front-end specifications and technical specifications and other related documents for bid to include: the City's standard "front-end" contract documents which include instructions to bidders, bid forms, bond forms, general

conditions, and an Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, supplemental conditions, and special provisions to the technical specifications, (2) technical specifications, (3) subsurface information.

- Assist in obtaining approvals from government authorities having jurisdiction over the project by attending a maximum of five (5) meetings. Assist in obtaining any and all regulatory approvals, including but not limited to, Los Angeles County Department of Public Works and Los Angeles County Flood Control District applications, Los Angeles Water Resources Control Board applications, and other federal, state, or local agencies applications as needed. Ensure that any applicable local codes or other requirements are satisfied by the design.
- Erosion Control – Consultant shall prepare erosion control plans for the project site.
- The 95% Design Submittal shall be considered a complete design submittal.

K. 100% Design Submittal

One (1) of the 100% final design submittal shall be presented suitable for bid. The submittal shall include full-size stamped and signed final drawings, contract documents and probable construction cost estimate.

- Provide bidding assistance, clarifications which may include responding to questions from potential bidders, attending the pre-bid conference and job walk, assisting with preparation of addenda, and reviewing the submitted bids.
- Attend a pre-bid conference for prospective bidders.
- Attend bid opening and provide an engineer opinion of construction costs.
- Conduct site visits during construction, at appropriate stages.
- Provide submittal list, review submittals, and provide written recommendations.
- Review and respond to contractor's request for information (RFI) and clarifications during construction and provide written recommendation.
- Participate in the final inspection and assist with punch list of deficiencies.
- Preparation and submittal of digital record drawings to the City.
- The Parks and Recreation Department, the Public Works Department and the community must be engaged in the final design process. Present the variation of designs and attend one (1) community workshop.

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. 2022RP LLAR02 – EXECUTED TRANSFER AGREEMENT

Please see ATTACHMENT 4 – THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AGREEMENT

8. APPENDIX 1

LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM

9. EVALUATION CRITERIA

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

- Understanding (30%) – Understanding of the Scope of Work, familiarity and knowledge with TMDLs, the LARWQCB LA Basin MS4 Permit, and the goals and objectives of the City and the UR2 WMG, and demonstrated understanding of the work required.
- Approach (25%) – The overall capabilities of staff and the firm, knowledge of the proposed methodology and understanding of the project needs and commitment to the project.
- Experience (20%) – The technical qualifications and background of key staff and the experience of the firm on similar projects.
- References (10%) – References and performance on similar projects.
- Project Schedule, Project Management and QA/QC Manual (10%) – The project schedule

provided by the Consultant will be compared to the projected costs/man-hours for accuracy. The proposed project schedule will be considered in the overall evaluation as the City and the UR2 WMG face a Grant completion deadline.

- Proposal (5%) – Completeness and thoroughness of the proposal, initiative, compliance with RFP instructions attention to detail and creativity, and exception(s) or deviations from the RFP.

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

10. SELECTION PROCESS

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

Consultant's Background: Maximum 5-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 2-page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 4-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this

RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 10-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 1-page resume for each key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 4-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past 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.

Schedule and Schedule Control: Maximum 3-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed.

The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 3-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

12. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2022-07 Salt Lake Park Cistern Project**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croidan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, AUGUST 28, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, SEPTEMBER 7, 2023**. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, SEPTEMBER 20, 2023**, to:

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

Late proposals will not be accepted.

15. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY’S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AGREEMENT

APPENDIX 1 – LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	July 21, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 28, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 7, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 20, 2023
TENTATIVE INTERVIEW DATES	October 2 to 5, 2023
TENTATIVE CITY COUNCIL AWARD DATE	October 17, 2023
APPROXIMATE NOTICE TO PROCEED DATE	October 30, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE 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 operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

II PERFORMANCE OF AGREEMENT

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

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

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

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) 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 assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

V.
INDEMNIFICATION

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

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

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY 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 indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C 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 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

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

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

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

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

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

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT: MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

Insurance Company Name(s)

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

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

Must mark either a "Y" or "N"

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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: Agent or Broker Name & Address

INSURED: Insured Name & Address

CONTACT NAME: PHONE: FAX: ADDRESS: INSURER(S) ANY OTHER COVERAGE: NAME:

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.

TYPE	TYPE OF INSURANCE	EXPIRATION DATE	POLICY NUMBER	POLICY PERIOD	LIMITS
1	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☐		Policy Number	Current Policy Period	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
2	COMMERCIAL AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTO ONLY ☐ LEASED AUTO ONLY ☐ NON-OWNED AUTO ONLY ☐ OTHER: ☐		Policy Number	Current Policy Period	Combined Single Limit: \$1,000,000
3	UMBRELLA LIABILITY EXCESS LIMIT: ☐ \$1,000,000 RETENTION: ☐		Policy Number	Current Policy Period	Each Occurrence: \$1,000,000
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER FOR ANY TYPE OF OCCUPATIONAL INJURY OR DISEASE EXCEPT MANDATORY IN RISK Type: ☐ Mandatory in Risk Type: ☐ Other (Specify in Remarks below)		Policy Number	Current Policy Period	Each Accident: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks, Schedules, may be attached if extra space is required)

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

CERTIFICATE HOLDER: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

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

SCHEDULE

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

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

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.

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

ATTACHMENT 4 – THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AGREEMENT

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Huntington Park
AGREEMENT NO. 2022RPLLAR02
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Huntington Park for Salt Lake Park Infiltration Cistern, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Haris Harouny	Name:	Cesar Roldan
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	6550 Miles Avenue, Huntington Park, CA 90255
Phone:	(626) 300-2620	Phone:	323-584-6320
Email:	hharouny@dpw.lacounty.gov	Email:	croidan@hpca.gov

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

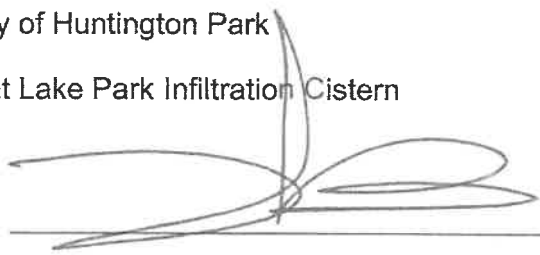
Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Lower Los Angeles River

City of Huntington Park

Salt Lake Park Infiltration Cistern

By: 

Name: Ricardo Reyes

Title: City Manager

Date: February 16, 2023

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: 

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: 3/28/2023

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

6. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

7. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022-23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under

no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

1. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
 - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. **Legal Status and Eligibility.** The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. **Insurance.** The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval,

entitlement, or permit shall constitute a breach of a material provision of this Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this

Agreement and will make it contractors and subcontractors aware of this provision .

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. ____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. ____, hereinafter referred to as "Addendum No. ____", is entered into as of ____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. ____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on ____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the ____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year ____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the ____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	• Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 16 and 30 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands • Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

ITEM 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-09 CHESLEY PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the preparation of Plans, Specifications, and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-09 Chesley Park to iARCH for a not-to-exceed amount of \$37,600;
2. Payable from FY 2019-2020 CDBG funds (Total amount \$299,279) to the FY 2022 Chesley Park American with Disabilities Act (ADA) Improvement Project; and
3. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of June 6, 2023, the City Council authorized staff to solicit proposals for the preparation of Plans, Specifications, and Estimate (PS&E). The Request for Proposal (RFP) was published on June 6, 2023. The City received four (4) proposals on July 11, 2023. The following is a tabulation of their cost proposals:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-09 CHESLEY PARK

July 18, 2023

Page 2 of 3

1. KNA Consultants, Inc.	\$21,500
2. iARCH	\$37,600
3. David Volz Design	\$39,240
4. Land Images Landscape Architecture	\$86,706

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

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

At the February 21, 2023 City Council meeting, the City Council approved substantial amendment number two to the FY 2022-2023 Annual Action Plan for Community Development Block Grant (CDBG) funds. Part of the recommendation included the allocation of FY 2019-2020 CDBG funds in the amount of \$299,279 to the FY 2022 Chesley Park American with Disabilities Act (ADA) Improvement Project. The Finance Department will assist with creating a proper account number.

iARCH submitted a competitive proposal and fee schedule in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to iARCH for a not-to-exceed amount of \$37,600.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES
AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE
TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-09 CHESLEY PARK**

July 18, 2023

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. iARCH PSA
2. Proposals

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

Project Approval and Environmental Design

CIP 2022-09 Chesley Park

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **18th day of July 2023**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Infrastructure Architects, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on July 18, 2023, the Huntington Park City Council at its Regular Meeting approved the award of the Professional Services Agreement to the CONSULTANT for the preparation of Plans, Specifications, and Estimate of new playgrounds as part of CIP 2022-09 Chesley Park; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of July 18, 2023.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a completion date of **January 31, 2024** from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of \$37,600, included in the proposal reflected in **Exhibit "A"**. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Ray Abassi** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be

subject to inspection and approval by CITY Representatives or their designees.

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) 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 assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT

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

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

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

applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

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

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

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation,

maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III. INSURANCE

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

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

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

3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this

subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is

terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

(30) calendar days from the end of the initial 30-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any

duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual

license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

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

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

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

CONSULTANT:

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

CITY:

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement. Design completion date: **January 31, 2024**.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and

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

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

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

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

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

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

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

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

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

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

archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

IARCH

By: _____
Ricardo Reyes
City Manager

By: _____
Ray Abassi, President

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

CITY OF HUNTINGTON PARK
PROPOSAL FOR CIP 2022-09
PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
CHESLEY PARK

July 11, 2023

PREPARED BY:
City of Huntington Park

PREPARED BY:
iARCH

Table of Contents

Cover Letter	iii
Consultant's Background	1
Qualifications and Experience of Consultant's Personnel	3
Project Approach	13
Task 1 – Conduct Field Review and Surveys	14
Task 2 – Prepare Design Plans for Construction	14
Task 3 – Project Specifications at 30%, 75% and 100% Submittal	14
Task 4 – Construction Estimate	14
Task 5 – Permitting and Regulations	15
Quality Control.....	16
Proposed Personnel	17
Fee Schedule/Cost Proposal	26



Cover Letter

July 11, 2023

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

Subject: Proposal for CIP 2022-09 PS&E for Chesley Park

Dear Mr. Roldan:

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

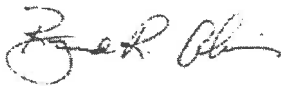
iARCH has had the distinct pleasure of providing a full range of architectural services to many local municipalities and educational institutions in the Southern California region.

Our proposed architectural team is comprised of talented individuals who have over 100 years of cumulative architectural and engineering design expertise. This experience includes designing a wide variety of public and private development facilities.

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

Sincerely,

iARCH Consultants



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



Consultant's Background

The iARCH team members selected for this assignment have over 100 years of cumulative architectural and engineering design expertise.

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

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

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

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

Our Team's Experience Working for Municipalities

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

Company Information

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

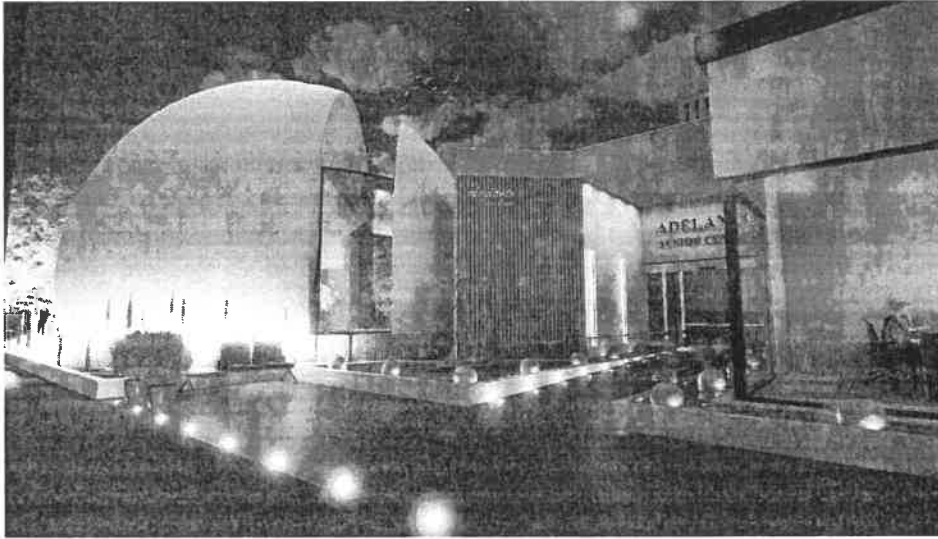


Our Philosophy

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



2. City of Adelanto Senior Center

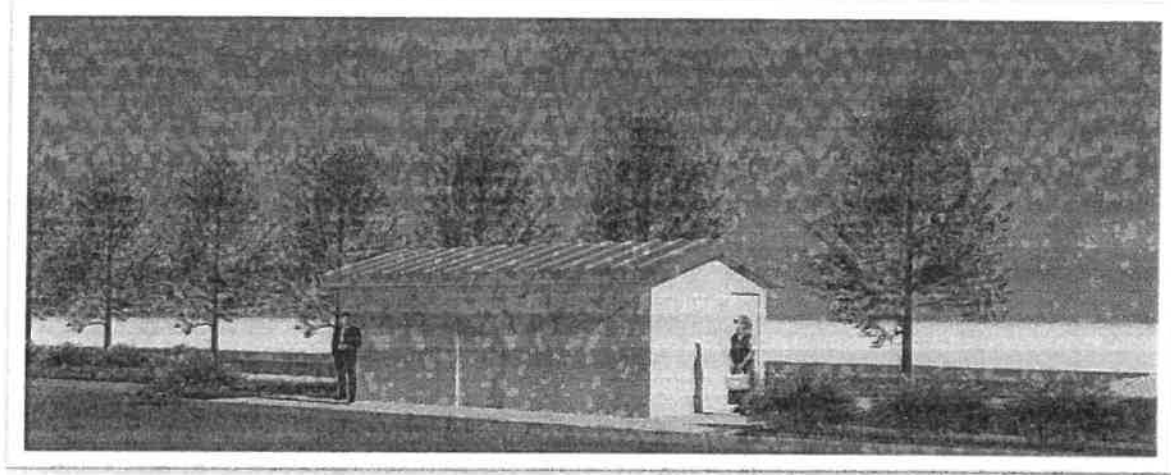


Scope: The city of Adelanto currently owns a community/Senior Center that is old and dilapidated. IARCH was contracted to re-vision the project to a new and state-of-the-art center. After extensive interview with the stakeholders, including the city, IARCH came up with an innovative design that it possesses both form and function. This project has gone through the city process and now is being considered for funding. The city is hiring a grant writer to explore potential sources to build this Community/Senior Center.

Timeline: April 2022 – December 2022

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

3. Ford Park Restroom Project, City of Bell Gardens, CA.



Ford Park is used extensively by the local community kids and adults. There are multiple playfields that are used often for recreational activities for the residents of the city. However, there were no bathrooms for the use of the community and therefore, it created a problem for the users. Therefore, the city decided to incorporate a new restroom within the existing facility. We designed a prefab bathroom that found to be the best alternative for the situation. The reason for the selection of a prefabricated bathroom was that the construction cost was lower than building the bathroom and the duration of construction.

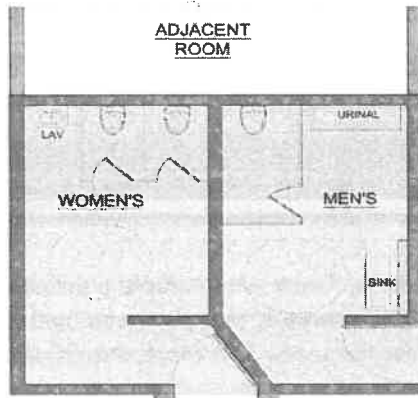
Timeline: May 2021 – August 2021

Reference: Mr. Doug Benash, City Engineer (626) 203-2849

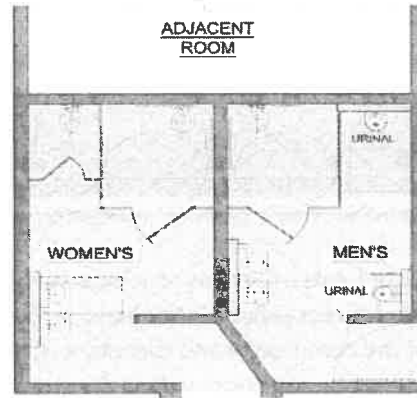
4. Lee Ware Health Restroom Building Remodel, City of Hawaiian Gardens, CA.

Lee Ware Restroom is located at the City Hall and is used by the connecting sports center and senior center. The client has requested we make all upgrades to include all ADA requirements.

Below is our concept design. We have provided fixtures quantity as required by code and convenience. The proposed space is ADA accessible. We have revised the location of the security gate to allow additional clearance and better flow.



EXISTING PLAN



PROPOSED PLAN

Timeline: August 2022 – Now

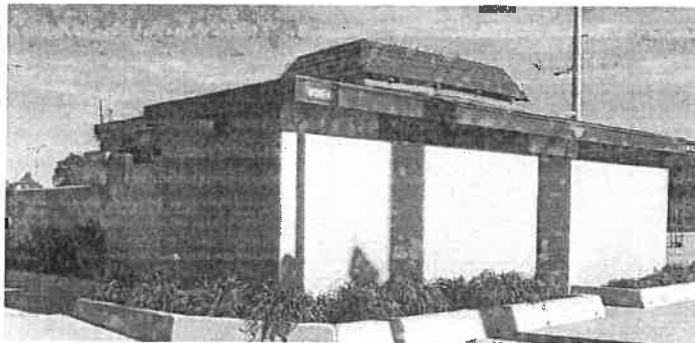
Reference: Mr. Neema Ghanbari, Public Works Manager (562) 420-2641

5. La Puente Athletic Park Restroom Building Remodel, City of La Puente, CA.

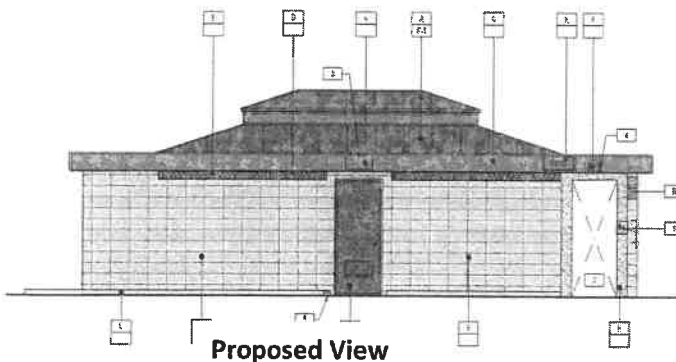
The City has allowed us the opportunity to remodel the existing Men and Woman's Restroom Building. The client has requested we make all upgrades to include all ADA requirements. The roof was structure was slightly modified to allow positive drainage at the peak. This roof originally had damaged skylights with a screen at top.

Timeline: Oct 2022 – Now

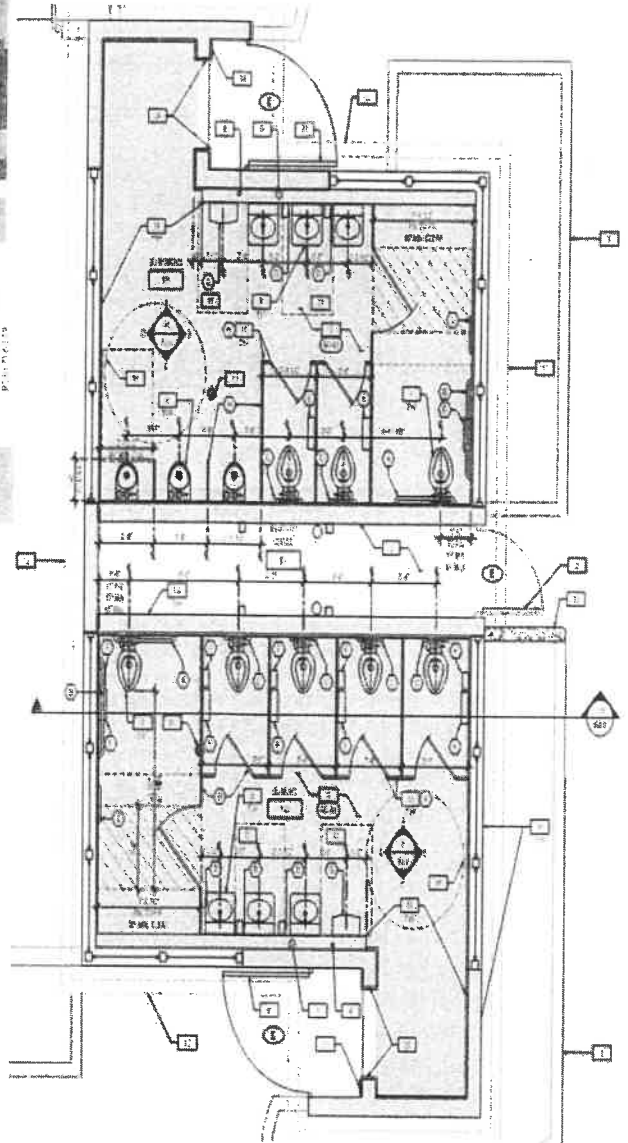
Reference: Mr. John Di Mario, CDD/PWD (626) 855-1500



Existing Condition



Proposed View

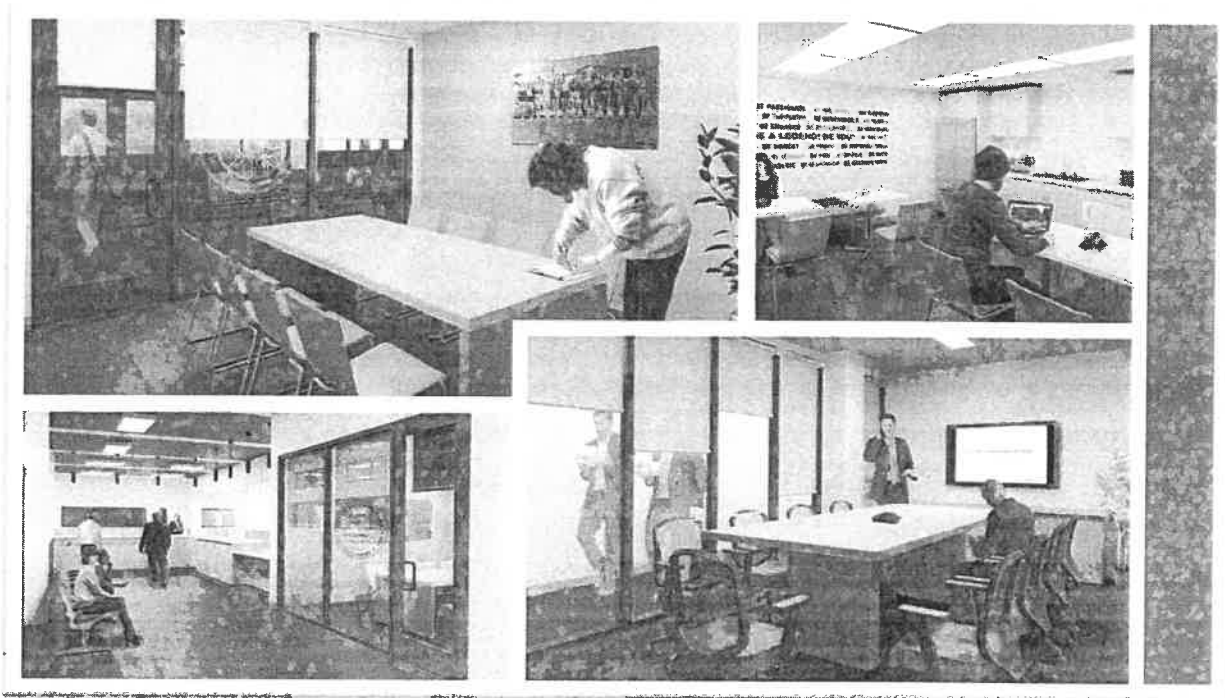


7. City of Baldwin Park - City Hall Renovation – 2nd Floor

Engineering Division Redesign and TI improvements – The second floor of the City Hall houses the engineering division. The building was designed and built many decades ago. The layout of the engineering division did not match the current format of services for the city. Therefore, the city hired us to reimagine the engineering division to ensure the proper flow of work and customers when they arrive at the city for business. The new design is much more efficient and creates better workspace for the employees as well.

Timeline: July 2021 – December 2021

Reference: Mr. Sam Gutierrez, Public Works Director: (626) 960-4011



9. Taylor Ranch Park, City of Montebello, CA.

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

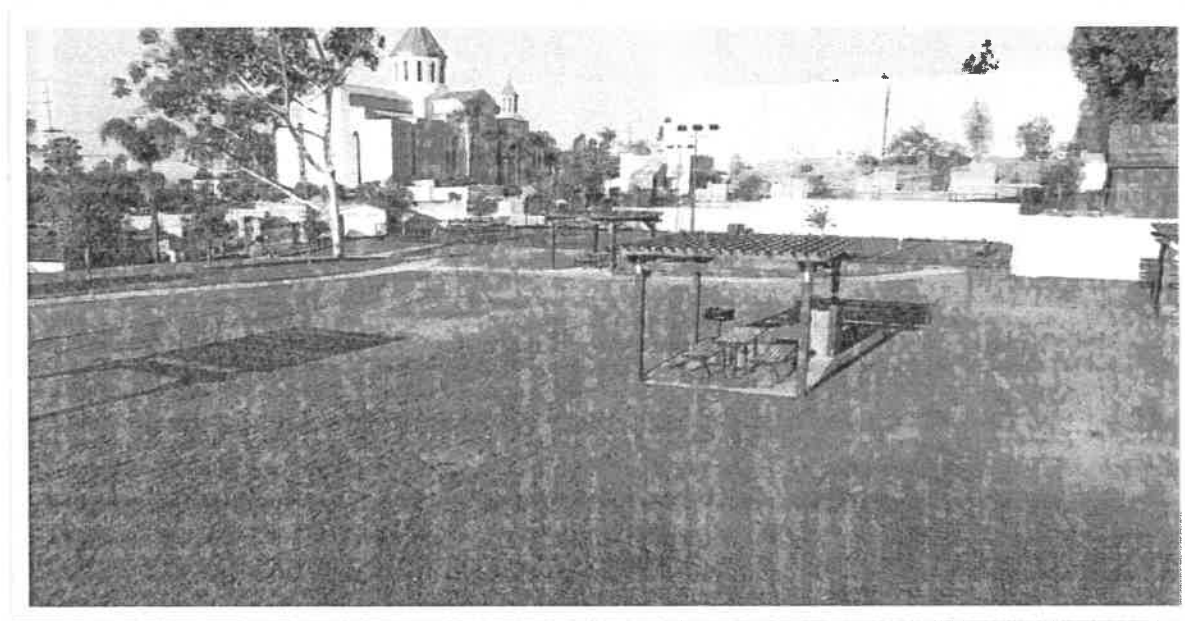
Timeline: April 2018 – December 2018

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

During Construction:

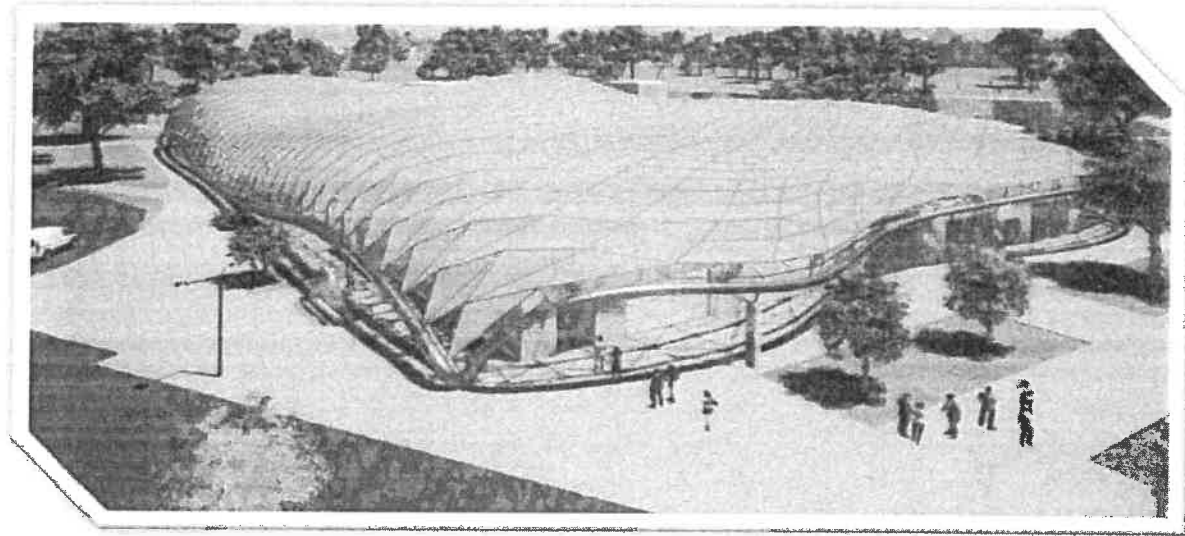


After Construction:



10. City of Bell Gardens Aquatic Center

The City of Bell Gardens is intending to upgrade the existing Aquatic Center and to create a state of the art and modern Aquatic Center for the community. iARCH Was hired to provide conceptual design that would incorporate the form and function. iARCH staff meet with the stakeholders multiple times to ensure that the concepts considered are in line with the stakeholders vision.



Timeline: December 2019 – February 2020

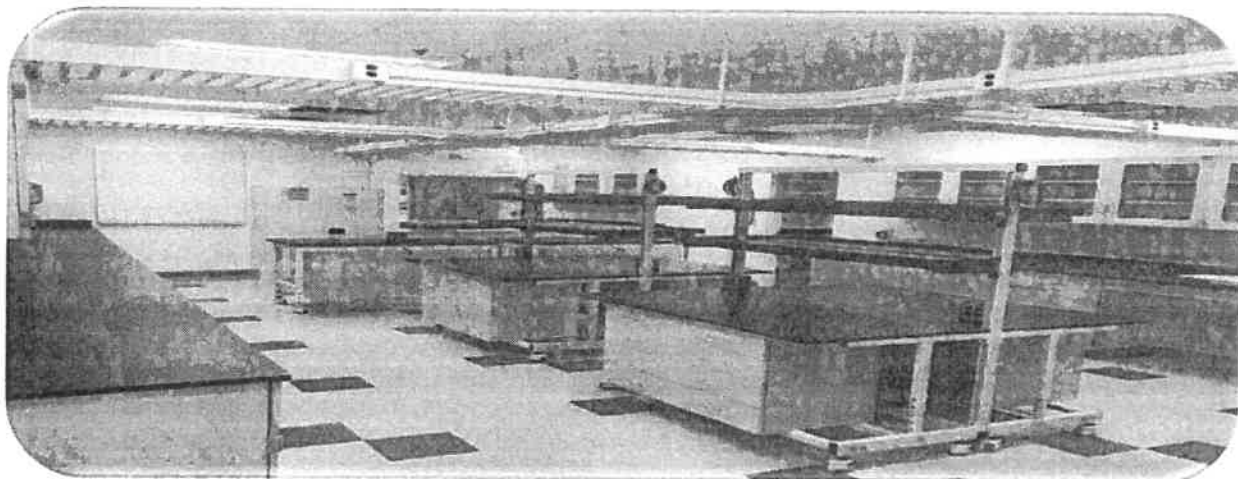
Reference: Mr. Cha Vu, Public Works Director: (562) 806-7700

11. UCI Campus Rowland Hall Renovation

iARCH has been involved with multiple TI improvements for various campus structures during the past 4 years. Rowland Hall Renovation is the latest Architectural design TI services of existing interiors along with electrical, mechanical, and plumbing.

Timeline: February 2020 – October 2020

Reference: Mr. Craig Denny - Project Manager ((949) 824-5853



12. UCI Campus Palo Verde Housing Remodel

Scope: Architectural design services and renovation of existing housing units.

Timeline: October 2021 – December 2022

Reference: Mr. Craig Denny - Project Manager ((949) 824-5853



Task 1 – Conduct Field Review and Surveys

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

iARCH will evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. We will design the sidewalks/walkways leading to the playground areas and include slope percentages, elevations, etc. in compliance with ADA regulations. The proposed improvements will comply with Greenbook and Caltrans Standards.

Task 2 – Prepare Design Plans for Construction

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

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

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

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

Task 4 – Construction Estimate

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



Task 5 – Permitting and Regulations

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



Quality Control

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

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

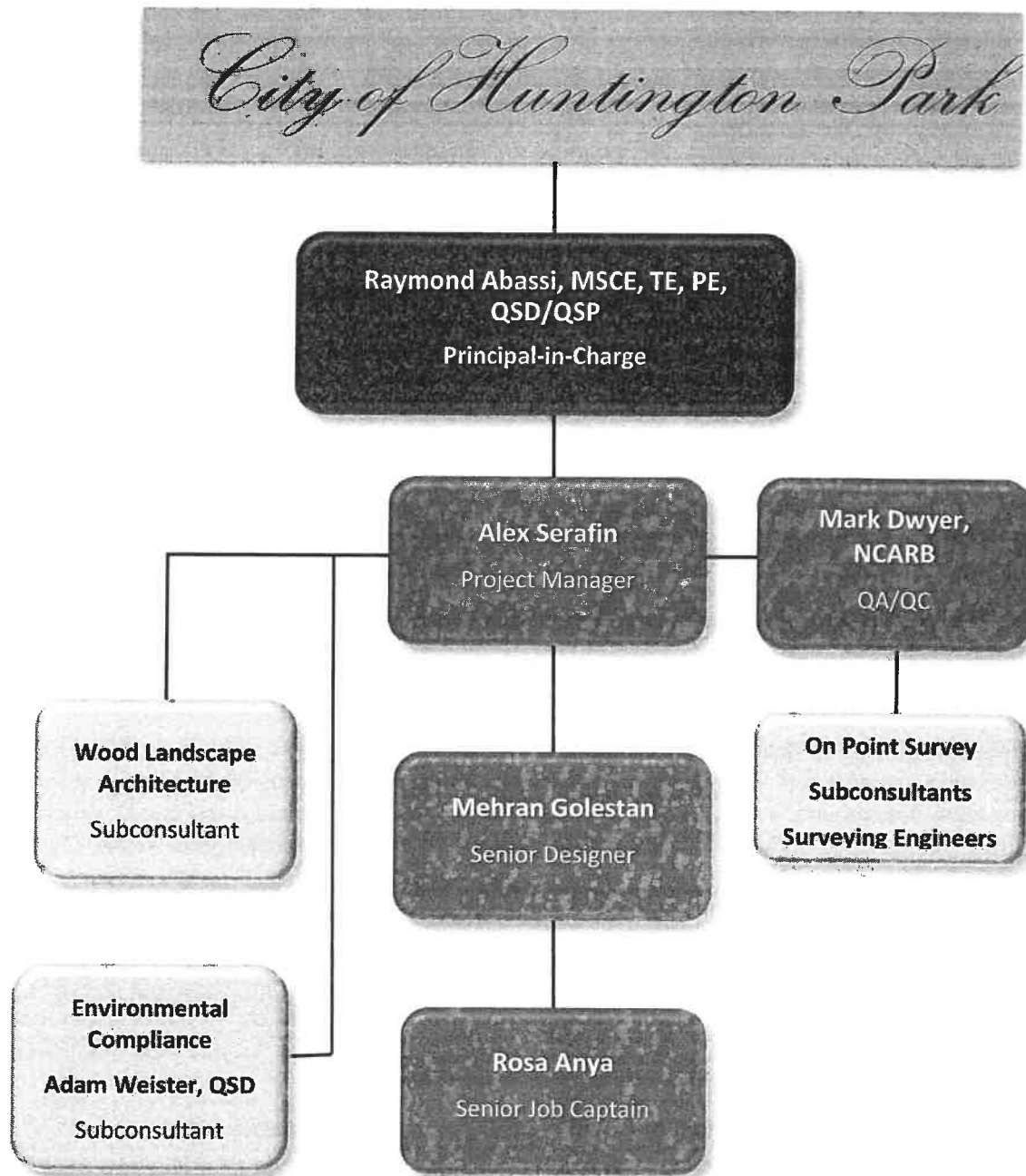
The iARCH management appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the City's expectations. Our monitoring and inspection documents will result in meeting the City's expectations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

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

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



Proposed Personnel



Raymond Abassi – Principal-in-Charge

Education:

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

Registrations/Certifications:

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

Years of Experience: 35+

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

Principal-in-Charge and Program Management, City of Calexico, CA.

Ray was responsible for providing program management and oversight of the widening of Second Street from a two-lane to a

six-lane facility. The project's design and construction for Phase 1 were completed on schedule and within the budget with minimal change orders.

Principal-in-Charge, Home 2 Suite Hotel, Montebello, CA.

This hotel project was a private and public partnership. Ray was part of the program management team that represented the City and assisted with the process of the design plans, bid analysis, and program management during construction. The project is one of the most successful projects in the City of Montebello and has been in service for two years now.

Principal-in-Charge, Bicycle Casino Club, City of Bell Gardens, CA.

The owners of the Bicycle Casino Club had planned an aggressive renovation and upgrade of the casino facilities. Ray, on behalf of the City of Bell Gardens, was involved in helping the developer with the design process and permitting. During construction, Ray was a part of the program management team that provided oversight and inspection of construction. Ray also coordinated and helped with the offsite improvements that were deemed necessary to support the new construction.

Principal-in-Charge and Program Manager, New Outlet Mall, City of Calexico, CA.

Charles Company, a developer in Beverly Hills, purchased a large land parcel in the City of Calexico to design and build an outlet mall, power center, and car dealer parcels. The first phase was a 400,000 square foot outlet mall. Ray was employed by the developer to manage a design crew to design the outlet mall, including the buildings, facilities, and the parking and drainage facilities which were completed in 2014. After the completion and permitting of the design plans, Ray provided program management to help the developer take the project through the bid process. After award of the bid, Ray provided program management and construction oversight for the completion of the project that ended in 2015.



Alex Serafin – Project Manager

Education:

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

Registrations/Certifications:

- Revit 2021 Certificate

Years of Experience: 30

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

Project Lead, IARCH, Anaheim, CA.

Manages project schedules and staff. Oversees project budgets and project schedules. Leads teams on conceptual designs, design development, and interior design.

Associate/Project Manager, Greenberg Farrow Architects, Irvine, CA.

Worked on various commercial projects such as Panda Express, Honey Birdette, Home Depot, and a broad range of tenant improvements. Developed construction documents for permitting.

Project Manager, Daniel D. White Architects, Covina, CA.

Project Manager for the institutional branch (church design) from Armando Ruiz and Associates. Developed construction documents for permitting.

Project Manager, API Consultants, La Jolla, CA.

Institutional (USC campus). Developed construction documents for permitting.

Project Coordinator, KSP Studio, Lake Forest, CA.

Retail projects (Home Depot). Developed construction documents for permitting.

Project Coordinator, Lundstrom & Associates, Irvine, CA.

Project Coordinator/Institutional (USC campus). Developed construction documents for permitting.

Project Manager, Steven Langford Architects, Inc., Irvine, CA.

Project Manager/Project Coordinator for hospitality projects. Developed construction documents for permitting.

Project Manager, Ruhnau Clarke Architects, Riverside, CA.

Project Coordinator/Institutional (USC campus). Developed construction documents for permitting.

Project Manager, Armando Ruiz and Associates, Diamond Bar, CA.

Project Manager and Designer for Commercial, residential, and institutional (church design). Developed construction documents for permitting.

Project Manager, Greenberg Farrow Architects, Irvine, CA.

Project Coordinator/Project Manager for retail (Home Depot projects). Developed construction documents for permitting.



Mark Dwyer, NCARB – QA/QC

Education:

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

Registrations/Certifications:

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

Years of Experience: 40+

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

Senior Project Manager, Infrastructure Engineers, Orange, CA.

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

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

Project Manager, LPA Inc., City of Irvine, CA.

Projects: Murrieta Healthcare Resort. Skilled Nursing Facility, 63,500 square feet, two story building (\$26 million project), Various healthcare projects – construction administration.

Project Manager, Ware Malcomb, City of El Monte, CA.

Projects: Longo Lexus/Toyota Campus remodel – Six buildings, 50,000 square feet, ground-up and tenant improvement construction including the new service pavilion building, site upgrades, landscaping, and multiple existing building renovations (\$20 million project), Huntington Beach medical office building – shell only, Hyland's Pharmaceutical manufacturing plant – building retrofit, Porsche Experience driving school facility – construction administration.

Project Manager, Northwest Tower and Central Plant, St. Jude Medical Center. City of Fullerton, CA.

St. Joseph Health System Fullerton, California. 250,000 square feet, four story tower. \$300 million construction cost. The tower holds 120-beds, private and semi-private, across four nursing units; 14 operating rooms, including robotic surgical suites; a pre-op/post-op anesthesia care unit; dining; pharmacy, including robotics; sterile processing; physician and staff lounges; and patient and staff healing gardens. Central Utility Plant. 14,000 square feet.

Project Manager, Anderson Medical Pavilion, City of La Jolla, CA.

Scripps Health La Jolla, California, 175,000 square feet, seven story tower. \$250 million construction cost. New construction, outpatient, design-build. The clinic features office and administration space, diagnostic facilities, and roughly 15 medical procedure departments.



Mehran Golestan –Senior Designer

Education:

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

Years of Experience: 37

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

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

Babe Herman Restroom Facility Redesign, City of Glendale

C Robert Lee Roof Replacement Project, City of Hawaiian Gardens

Lee Ware Restroom Redesign, City of Hawaiian Gardens

Fire Station TI Improvements and ADA Compliance, City of Adelanto

New Senior Center Conceptual Design, City of Adelanto

New Belflower Community Park, City of Adelanto

AJ Paddleford Park Expansion, City of Artesia

Magnolia Crossing Condominium, City of Riverside

Taghe Kasra Residential Complex, 450,000 sqf Shahr kord Parsian Hotel, 50,000 sqf

Baku V.I.P. Hotel, 50,000 sqf Siemens Factory, 200,000 sqf Parsian Hotel, 40,000 sqf Safaiye Hotel, 80,000 sqf Laavan Sport Center, 38,000 sqf

Bahregan Sport & Culture Center, 40,000 sqf Namak Abrood Residential Complex, 360,000 sqf Psychophysics Laboratory, 50,000 sqf

ABFA Main Administration Building, 140,000 sqf Siry Airport Terminal Passenger, 34,000 sqf

Noory University, 220,000 sqf

Ice Tower Mall & Hotel, 220,000 sqf

A.O.C. Trail, Commercial, & Hotel, 2,000,000 sqf Almaty Sports Center, 100,000 sqf

Single-Family House 3 Units – 8,000 sqf each



Rosa Anaya – Senior Job Captain

Education:

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

Certifications:

- Interior Design Certificate, UCLA Extension

Years of Experience: 17

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

Job Captain, PM Design Group, Irvine, CA.

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

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

Project Captain, GreenbergFarrow, Irvine, CA.

Rosa prepared presentation and construction documents conforming to codes and zoning regulations for several commercial, retail, office space, restaurant, and fast-food projects such as Marshalls, 7-Eleven, Walgreens, Savers, Unisource, Garbanzo Mediterranean Grill, Five Guys, Starbucks, etc. Coordinated construction drawings with Structural, Electrical, Mechanical, Plumbing and Civil disciplines. Prepared and coordinated City Submittal packages for building permits and plan check corrections. Checked and coordinated shop drawings. Distributed hard copies and electronic drawings to clients and consultants. Conducted site visits and prepared as-built drawings. Assisted Project Architect/Project Manager. Maintained specific and scheduled deadlines for client submittals. Space planning and design of fast casual restaurants.



Subconsultant Resumes

Wood Landscape Architecture Kurt Koether

Education:

California Polytechnic State
University

- Bachelor of Landscape
Architecture

Licenses and Certifications:

Professional Landscape
Architect (PLA) #5557

Years of Experience: 22

Wood Architecture 2018 – Present

Landscape Architecture.
Schematic plans.
Design development.
Landscape construction documents.
Project management.
Construction observation and administration.
Past projects/clients

Greenberg Farrow, Associates 2011-2018

Landscape Architecture.
Schematic plans.
Design development.
Landscape construction documents.
Project management.
Construction observation and administration.
Past projects/clients.
Landscape, Irrigation Plans & Construction Management, Starbucks Coffee, Los Angeles.
Landscape, Irrigation Plans & Construction Management, Texas Roadhouse, Corona.
Landscape, Irrigation Plans & Construction Management, Circle K, City of Irvine.
Landscape, Irrigation Plans & Construction Management, Retail Store, City of Burbank.



iARCH's "Project Schedule" appears on the following page.

ARCH																								
City of Huntington Park Chesley Park																								
Tasks	August				September				October				November											
	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	5	6	7	8	9	10	11
DESIGN PHASE																								
Contract Award - August 1, 2023																								
NTP/Kick Off Meeting - August 14																								
Site Topographic Survey																								
Research & Base Map Development																								
Prepare 30% PS&E																								
Submit 30% PS&E - September 7																								
City Review																								
Prepare 75% PS&E																								
Submit 75% PS&E - October 12																								
City Review																								
Prepare Final 100% PS&E																								
Submit Final 100% PS&E - November 16																								
Bid Package Support (8 RFI's)																								
Construction Support Services (8 RFI's)																								

Fee Schedule/Cost Proposal

iArch's "Fee Schedule/Cost Proposal" and "2023-2024 Hourly Rate Schedule" appear in a separate sealed envelope, per the RFP.

iARCH

City of Huntington Park Playground Improvements

Tasks and Hours

[illegible]



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

ARCHITECTS & ENGINEERS

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

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

8150 E. La Palma Ave. Suite 205 • Anaheim, CA 92807 • www.infrastructure-engineers.com



ATTACHMENT "B"



KNA CONSULTANTS INC

3780 Ranch Top Road. Pasadena CA 9107. 626-827-4231. hyecity@live.com

**TO: CITY OF HUNTINGTON PARK
MR. CESAR ROLDAN, PUBLIC WORKS DIRECTOR**

**Proposal for Professional Architectural/Engineering/Playground Equipment Design
Services Plans, Specifications, and Estimate (PS&E)**

CIP 2022-09 Chesley Park

PROPOSAL DUE DATE: JULY 11, 2023, 2:00 PM

Dear Mr. Roldan

We are pleased to submit the proposal for :
Professional/Architectural/Engineering/Playground Equipment Design Services
Plans, Specifications, and Estimate (PS&E) CIP 2022-09 Chesley Park for the
City of Huntington Park Public Works Department.

Our staff has over several years experience in project review, coordination and
management.

Our firm developed extensive quality control methods to ensure the final plans are
accurate and reflect actual conditions on the ground.

Per requirements of the City's Request for Proposals :

I hereby certify that:

**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.**

Kev Tcharkhoutian P.E. :

President, KNA CONSULTANTS, INC

July 10, 2023



SCOPE OF SERVICES-PROJECT APPROACH

KNA Consultants will provide desired services as outlined in the City's Request for Proposals.

The scope of services will include

1. Preliminary site review and utility research
2. Preparation of topographic, site plan, and grading plan. Compliance with LID/NPDES requirements.
3. Playground equipment will be designed to the City's satisfaction and comply with National Program for Playground Safety guidelines, standards and regulations that ensure safe, quality and inclusive playground spaces. Playground features will include equipment for both younger and older children. The play equipment will have engaging features and high play value that will encourage physical activity and enhance motor skill development. Equipment design will meet the requirements of the Americans with Disabilities Act (ADA), and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines, and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission.
4. Review the site and adjacent routes to insure ADA deficiencies are addressed.
5. Prepare preliminary conceptual plans and confer with City staff on how to proceed, and which of the alternatives proposed by our team will receive approval from the City.
6. Provide conceptual illustrations to City staff to facilitate the implementation of the final approved plan. Our team will provide the City with periodic weekly updates on the progress of the design.
7. Provide environmental clearance checklist.
8. Provide all 100% complete plans and specifications and a bid package to allow City to solicit bids for installation.
9. Provide an engineer's estimate/probable opinion of cost
10. Provide consultation during the bidding process and answer all inquiries from prospective bidders.
11. Provide QA/QC clearance. Plans will be reviewed by our QA/QC team several times to provide the ultimate accuracy of the plans.



12. Provide consultations and answer all inquiries during construction.

Equipment suppliers and vendors, like Miracle Playground, and Greenfields Inc, and others, will also be available to answer inquiries and give direction to Contractor, on specific details for the installation of the playground equipment.

13. Propose and provide potential professional installers specialized in these types of installations.

14. Arborist services will be available optionally. If the Public Works Director wishes to have a review of the health of the trees within the site, then an arborist report on the health of the trees will be provided, for an additional cost of \$1,500.

PROPOSAL COST

TASK	ITEM	TOTAL
1	Two kick-off scoping meetings	\$1,000
2	Six (6) Review Meetings with City	\$1,500
3	Prepare & Submit 30% Design PS&E: Due 9/ 7/ 2023	\$12,500
4	Prepare & Submit 75% Design PS&E: Due 10/12, 2023	\$3,000
5	Prepare & Submit 100% Design PS&E: Due 11/16, 2023	\$1,000
6	Answer Bidding RFIs/RFCs	\$500
7	Attend Pre-Construction Meeting(s)	\$500
8	Answer Construction RFIs/RFCs	\$500
9	Review Construction Submittals/Shop Drawings	\$500
10	As-Builts/Record Drawings	\$500
	TOAL NOT TO EXCEED FEE	\$21,500

The cost of providing the above services shall not exceed \$21,500.



RELEVANT PROJECT EXPERIENCE

1. City of Sierra Madre -Sierra Vista Park Playground and fitness equipment

Design of Miracle playground equipment and Greenfields fitness equipment playground project , and prepare P,S &E, and bid package for the City.

Contact: Mr. Chris Cimino , Public Works Director 626-355-6615

2. City of Sierra Madre -Mount Wilson Trail Park

Design of playground equipment project , and prepare P,S &E, and bid package for the City.

Contact: Mr. Chris Cimino , Public Works Director 626-355-6615

3. City of Sierra Madre-Memorial Park Playground Improvement Project

Design of playground equipment project , and prepare P,S &E, and bid package for the City.

Contact: Mr. Chris Cimino , Public Works Director 626-355-6615

KNA CONSULTANTS INC shall provide the services in accordance with the applicable regulations and policies of the State of California and the City of Huntington Park.

Thank you for the opportunity to be of service



Kev Tcharkhoutian P.E.
President
KNA CONSULTANTS INC



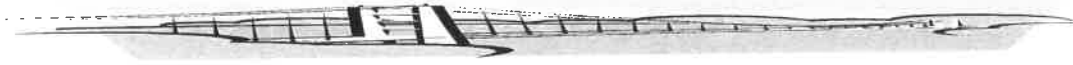
CITY OF HUNTINGTON PARK-
RATES FOR CHELSEY PARK DESIGN

POSITION	HOURLY RATE
Principal Engineer	\$155
Project Engineer	\$125
Assistant Engineer	\$95
Inspector	\$85
CAD/Designer	\$85

Reimbursable In-House Cost

Reproduction, printing

Cost +15 %



TEAM QUALIFICATIONS

Kev Tcharkhoutian, P.E.
626-827-4231
hyecity@live.com

Objective

Use my 42 years + experience in municipal civil engineering design and construction, to manage and provide quality control and assurance for infrastructure and land development projects. Contribute to the quality of life for the community through innovative and sustainable engineering.

PROJECT EXPERIENCE

City of Corona Utilities Department

Prepare water main project closeout for the Utility Department

City of Sierra Madre-Public Works Department Sierra Vista Park Playground Project

Prepare plans , specs and bid package for the City's Playground and fitness area Improvements

City of Huntington Park-NPDES/Catch Basin retrofit

January 2021-June 2021

Design ARS (Automatic retractable screens) and CPS(Connector Pipe Screens) and prepare bid package for the City's 539 catch basins retrofit project to replace all curb inlet screens and baskets.

Manage inspections of 1039 business and industrial sites for NPDES/CWA/MS4 compliance -

City of Chino-Eucalyptus Street sewer main design-bid package

October 2019-June 2020

City Engineer - City of Huntington Park

Staff augmentation

Interim City Engineer – Manage CIP, Rule 15 and 20

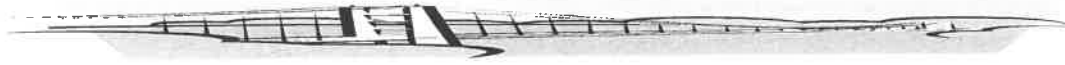
October 2018-December 2018

City Engineer - City of South El Monte

Interim City Engineer , managed CIP , and review grading plans

December 2017-October 2018

Plans examiner - City of Baldwin Park



October 2017-December 2017

Review Tract and parcel maps for condo conversions and PD's

Plans examiner City of Montebello

October 2017-December 2017

Review grading plans for conformance with city ordinances and LID

Interim Public Works Manager- City of Duarte

July 2017- October 2017

Work under the leadership of the Community Development Director, at implementing the City's CIP, and review subdivision maps , lot line adjustments and developments for conformance to City's ordinances

Plans Examiner City of Vernon, Building and safety

August 2016 till July 2017

Review plans for commercial and industrial projects for compliance with City's ordinances, pertaining to grading plans, development requirements and LID. Phase 1 assessment review

Plans Examiner, County of Riverside , Building and Safety

January 19, 2016 to May 2, 2016

Reviewed plans for new developments for compliance with County's ordinances pertaining to grading plans, LID and hydrology studies

Project Manager, City of Wildomar, CA

July 2014 till November 2015 City of Wildomar, Wildomar , Riverside County ,CA

- < Project Manager working with staff on reviewing developments
- < Project Manager on the City's Grand Ave Bike path project
- < Project Manager for the City's Bundy Canyon Transportation Safety Improvement project

Contact Matt Bennett, Deputy City Engineer 1-951-677-7751
Ext:208

Project Manager, Construction Management, City of Colton, CA

Direct Engineering Services Agreement with City

City of Colton , San Bernardino County, CA



November 2013-January 2014

- < Project Manager/ Construction Management Consultant, for Sewer Lining project under I-10 freeway. Provide construction management services for the installation of CIPP (cast in place pipe) for 18 inch sewer main under Interstate 10 at 11th Street in the City of Colton, San Bernardino County
- < Project Manager, Construction Management Consultant , Sewer Force Main construction Project on Agua Mansa Rd . Provided construction management services for the construction of an 8 inch sewer force main 2.5 miles long on Agua Mansa Rd in the City of Colton , San Bernardino County

Principal Engineer CIP PLANS EXAMINER , City of South Gate, CA

City of South Gate , CA August 2010-September 2013

- < Provide staff augmentation to the Public Works Department by providing services in a Principal Engineer capacity. Services included writing RFP's for CIP projects, reviewing P,S & E packages for Quality assurance and technical accuracy and constructability.

Contact: Adel Freij, City Engineer 562-760-7752

Principal Engineer CIP and Land Development-City of Maywood

City of Maywood , CA , July-August 2010

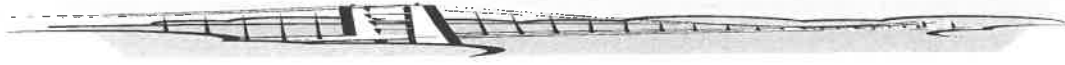
Provide staff augmentation assistance in the areas of CIP and land development

Design Maywood Ave pedestrian Improvements – Review daily requests by residents

Review feasibility of Mayflower Ave street improvements

Contact: Mr. David Mango , Community Development Director

Design Engineer, University of Southern California-



Direct Engineering Services Agreement with USC

University of Southern California –USC- Los Angeles CA

March 2010- June 2010

Design and provide construction management for the removal and reconstruction of high voltage electrical vaults and manholes. Designed new vaults and manholes to be installed while system is hot.

Interim Deputy City Manager for Community Development/Public Works Director/City Engineer , City of El Monte,CA- Full time

City of El Monte ,CA From August 1994 till January 2010

- < Report to City Manager ; Lead the Community Development Department with its seven divisions , prepare staff reports to City Council, design and administer street improvement projects funded by CDBG, SAFETEA LU, and GAS TAX. Manage water, sewer, storm drain, and traffic projects.
- < Lead a successful effort at establishing the first Citywide sewer assessment district and enterprise fund
- < Approve developments, tentative maps, grading plans, establish assessment districts.
- < Manage the engineering and public works maintenance departments, comprised of the street, water, storm drain , sewer, facilities, traffic signal, and graffiti divisions. Manage staff of 50.

.

Public Works Director /City Engineer, City of Sierra Madre,CA- Full time

From March 1991 to August 1994

- < Report to City Manager, prepare staff reports to City Council, and manage a staff of 25.
- < Manage water, sewer, street, storm drain projects.
- < Approve developments, tentative maps, grading plans.
- < Manage and direct corporate yard operations, in street, sewer, water, street sweeping, storm drains maintenance. Manage safety on the jobsite program.



City Engineer, City of Baldwin Park, CA- Full time

From November 1989 to March 1991

- < Report to City Manager, write staff reports to City Council. Manage a staff of 7.
- < Manage street, sewer, storm drain, traffic projects, FAU, GAS TAX, projects.
- < Approve developments, tentative maps, grading plans.

Direct operations of the corporate yards in street, sewer maintenance

Associate Engineer, City of Monrovia, CA-Full Time

From December 1986 to November 1989

- < Manage street, sewer, water, traffic, storm drain projects
- < Review developments, tentative maps, grading plans, assessment districts.

Assistant Civil Engineer, City of Ontario, CA-Full Time

From November 1984 to December 1986

Design and administration of street, sewer, storm drain, and water projects

Education

Bachelor in Science in Civil and Environmental Engineering, June 1980

License

Registered civil engineer, State of California

Memberships

Associate member ASCE, APWA, NSPE, ACSM.

References

References are available on request.



Nabil S. Henein, P.E.

Qualifications

- Over 42 Years Professional Engineering Experience in the Public Sector
- State of California Licensed Civil Engineer
- Managed Capital Improvement Projects for Cities of Buena Park, Lynwood, Montebello, South El Monte, Whittier, Cerritos and Newport Beach
- Oversaw Complex City Engineering Projects with Caltrans and has worked as Public Works Director and City Engineer
- Managed the Preparation of Federal, State and County Grant Funding Processes
- Represented Public Works Departments at City Council & Planning Commission Meetings
- Skilled in Right-of-Way, Land Development and CIP Contracts
- Strong Communication Skills (Written And Oral)
- Good Team Player

Relevant Experience

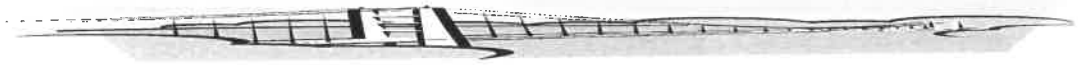
City of Buena Park, Buena Park, CA (2/2019 – 2/2022) Return after-Retirement as Public Works Director/ City Engineer

- Lead comprehensive Public Works functions and capital improvement and project budgets
- Responsible for long-planning for the Public Works Department in the areas of drainage, curb and gutter, sewers and water supply
- Managed all Public Works Engineering, Construction and O&M staff personal on a daily basis
- Developed City wide Parks strategic CIP plan
- Constructed and renovate various City buildings parks and offices.

Major Projects : Beach Blvd median Improvements, SCE Trail Improvements, Brenner Park Playground Equipment, Various Park Projects For ADA Compliance, Annual Utility Main Lining ,Annual Sewer Manhole Repairs, Annual :Pavement Rehab, Slurry Seal, Wheelchair Ramp and Traffic Signal Imp. ,Rosecrans Ave Rehab(Beach- Clark) ,Altura Blvd, Crescent Ave(Western - ECL). Gomez Park, Indiana water line, Mt. Waterman water line, Dods St. Rehab. and the construction of Buena Park Homeless Center. New Traffic Signal at Malvern Ave and Country Club.

Cities of Buena Park ,Newport Beach , Lynwood , South El Monte and Montebello (1/ 2015 - 1/ 2018) worked as City Engineer, Project Manager and Senior Engineer.

Review and approve all public and private improvement plans. Oversee and administer the City CIP projects bidding process. Conduct pre- construction and community meetings for the construction of CIP . Administer and oversee all plan checking for private developments to ensure conformance with City codes. Review. approve parcel and tract maps and improvement plans. Manage, coordinate and monitor engineering services, including right- of-way, with other departments , consultants and public agencies.



Projects: Little Corona Restoration , Newport Blvd Bioswale SD, Traffic Signal final bid package (NB),Balboa Fire Station Remodel (NB),Residential Street Rehab and Long Beach Rehab (Lynwood),plan review and street const (South El Monte), Street and Traffic Signal Annual Improvement , Freeway Construction.

City of Buena Park, Buena Park, CA (5/1992 – 12/2014) Assistant City Engineer

Direct, supervise and perform design and construction of public works facilities. Administer City Capital Improvements Program. Oversee all plan checking of private developments. Review parcel & tract maps and improvement plans. Manage and coordinate Engineering Services Division, including right of way, with other city departments and public & private agencies including Cal- Trans. Major Cal-Trans projects include I-5 Widening Project and I-5/SR91 Interchange Improvement. Oversee, coordinate and monitor the preparation of applications for different Federal, State and County Grant Fund programs. Supervise and participate in the preparation and administration of requests for proposals & contracts for consulting services. Prepare and present future needs of the public with regard to public improvements. Represent the Department of Public Works at Planning Commission meetings. Serve as Acting Director of Public Works/City Engineer when necessary. Develop and implement the design and construction division budgets. Supervise a staff of ten including inspectors, technicians and professional engineers.

Note – retired December 27, 2014 and contracted for temporary assignment for same function (approximately six months).

Major projects: Artesia Blvd Rehab(including underground utility district),Beach Blvd Sewer Siphon Replacement with gravity line, sewer , storm drain and and water master plans update, Western Ave Sewer (Auto Center - Artesia). Emergency Sewer Repairs at Valley View),Walnut / Mc Neil water line, Annual Sewer Main Lining and Manhole Repairs, Orangethorpe Ave Rehab, La Palma Ave Rehab ,Annual Improvements Program (residential streets Rehab, wheelchair ramps, slurry sealing , striping and traffic signals) , New City Hall and New Police Facility buildings, New Metrolink Station , and Grade Separation Project (Dale and Malvern).

City of Buena Park, Buena Park, CA (4/1989 – 5/1992) Engineering Services Manager/Construction

Oversaw and performed complex professional city engineering work in conjunction with private developments and public improvements. Supervised and directed staff performing construction inspection, contract administration and surveying services for capital construction contracts. Directed the review of private development plans to ensure conformance with the established city engineering standards. Administered parcel & tract map recordation requests and city Capital Improvements Program. Supervised and participated in right of way acquisitions and conditional use & construction permits. Reviewed improvement plans and prepared reports.



Administered office and field work of city water projects. Maintained and updated water engineering records. Planned, directed, supervised and coordinated the operations, maintenance and repairs of the water system, maps and construction drawings. Assisted the public with information concerning water utility operations and responded to complaints and inquiries. Coordinated water related activities with other city departments and outside agencies. Provided technical support, trained and evaluated water division personnel and assisted in hiring vacant positions.

Education

B. S. Civil Engineering

Ain Shams University, Cairo, Egypt

Institution of Transportation Studies (ITS) Fundamentals of Traffic Engineering

California State University, Long Beach, CA Civil Engineering Review Course

Professional Registration

Civil Engineer, Certificate No. C 40764

Board for Professional Engineers, Land Surveyors and Geologists (State of California)

Professional Affiliation

Member of American Society of Civil Engineers (ASCE) Member of American Public Works Association (APWA)

Skills

Project & Construction Management, Plan Design, Review & Approval, MS Outlook

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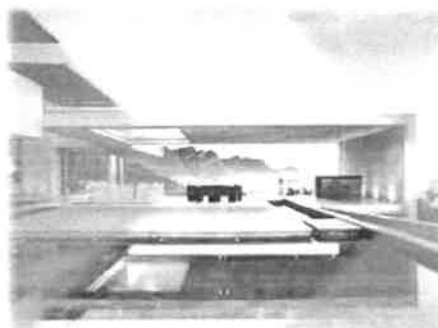


GARO ART BABIKIAN JR.

CITY: DANA POINT, CA.

PHONE: (949) 838-7747

EMAIL: GJCREATE@GMAIL.COM



Professional Summary

Professional AutoCAD Drafter with 15+ years of Architectural and Construction related experience including field supervision, story pole locations, and project management of custom home design-builds. Focused and detail-oriented to ensure project completion and satisfaction.

Skills

- Proficient in AutoCAD drafting (Subscribed to AutoCADLT software)
- Familiarity with other Architectural software (Revit & Sketchup)
- Knowledge of mechanical, electrical and structural design techniques.
- Strong familiarity with all types of residential constructions.
- Excellent ability to envision and develop building plans for concept and application for zoning and building plan checks.
- Works quickly and efficiently to meet project deadlines.
- Proficient in computer office software (Word, Excel, Photoshop, PDF editing software)
- Typing: 65+ WPM.
- Excellent capacity to retain new technologies.

Experience

AutoCAD Drafter / Construction Manager / Story poles
2002- Current

- Draft, render and prepare design packages for city plan check using the latest AutoCADLT software version.
- Correct revisions encountered in the building process in a timely manner.
- Create and organize all job related files.
- Manage and schedule multiple incoming jobs to meet all project deadlines.
- Plot, dimension, survey and construct story pole points on the field.
- Attach and send all project related files by email correspondence.

Freelance Web Designer / Computer Programmer
2006- Current

- Self-Educated a variety of web and computer languages/technologies.
- Strong familiarity with HTML5, Javascript & CSS.
- Familiarity with current and emerging languages (i.e. Python, React, Angular, C#, WebAR ...)
- Developed websites, PWA's & web games for testing and personal uses.

PROPOSAL

CITY OF HUNTINGTON PARK CIP 2022-09 CHESLEY PARK

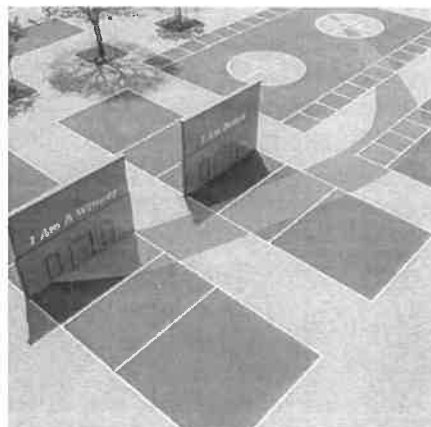
SUBMITTED TO:

CESAR ROLDAN, DIRECTOR OF PUBLIC WORKS

CITY OF HUNTINGTON PARK - CITY CLERK'S OFFICE

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255



LAND IMAGES
LANDSCAPE ARCHITECTURE

8605 Hollywood Boulevard, Suite 210 | Los Angeles, CA 90028
323-466-4707 | landimages.net

JULY 11, 2023

CESAR ROLDAN, DIRECTOR OF PUBLIC WORKS
CITY OF HUNTINGTON PARK -CITY CLERK'S OFFICE
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255

Dear Mr. Roldan:

We are pleased to present this proposal to provide Professional Architectural/Engineers/Playground Equipment Design Services including Plans, Specifications, and Estimates for Chesley Park.

Land Images has had nearly 50 years' experience in the areas of public parks, playground design, campus planning, municipal and institutional site work, multi-family and mixed use developments, hospitality, and athletic facilities. Our clients include architects, developers, cities, counties, school districts, private schools, colleges and universities. Our services encompass all project development phases from concept through construction. We perform many services in-house, including site evaluation and planning, site work design, planting design, irrigation design, specification development, permitting, and construction administration.

We also have great relationships with sub-consultants and have assembled the following team of to assist with the development of this project:

- Brandow & Johnston will provide Civil Engineering and Structural Engineering services
- E Engineers will provide Electrical Engineering services
- Yuang Tai, Inc. will provide Cost Estimation services

Best regards,



Scott Van Sooy | ASLA | Principal

323 466-4707

svansooy@landimages.net

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



LAND IMAGES
LANDSCAPE ARCHITECTURE

CONSULTANT'S BACKGROUND | LAND IMAGES

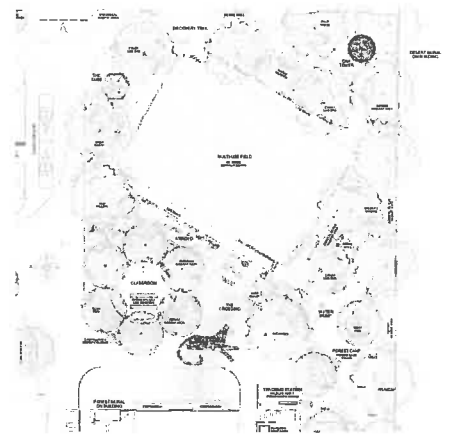
Land Images has a long history of providing site work design for municipal clients, including Cities and School Districts. We have current ongoing projects with the City of Culver City, the City of West Hollywood, the City of Los Angeles, and the Los Angeles Unified School District. Public spaces, playgrounds, parks, and athletic fields comprise the majority of our municipal work. This work includes the development of plans and specifications for permits and construction. Cost estimation is frequently an integral part of our process, either developed internally as a rough estimate, or in cooperation with an estimator for more accurate projected construction costs.

We've summarized some of our relevant projects below; more information and additional project images can be provided as needed.

Castellanos Elementary School Living Schoolyard

A schoolyard greening project through the Trust for Public Land to convert an asphalt playground into a "living schoolyard". Amenities include a play structure, play "creek," natural grass play field, outdoor classroom, and "Cool Coat" graphic pavement.

Owner: Los Angeles Unified School District
Project size: 1.4 acres
Completion Date: In Construction



Hooper Elementary School

The goals of this project were to replace and cool aging asphalt paving, add a new turf field and planting areas, and to capture, filter, and percolate storm water. "Cool Coat" topping provides a graphic element that enlivens the play experience.

Owner: Los Angeles Unified School District
Project Size: 2.5 acres
Completion Date: 2019

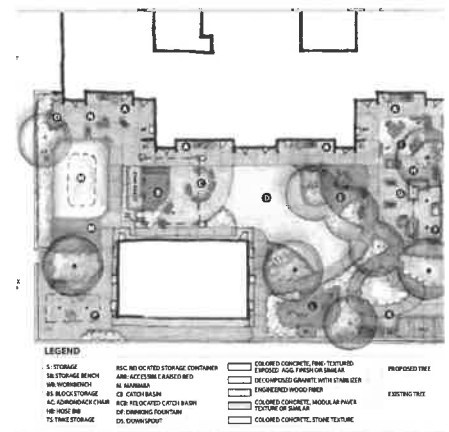


Vistas Del Puerto

A mixed-use building with a playground for ages 2-12 that packs a lot of play value into a small footprint - including a play structure, a "cozy cocoon" and twelve play panels.

Owner: Clifford Beers Housing
Project Size: 74,000 sq. ft.
Completion Date: 2021



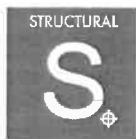




700 S. Flower St., Suite 1200
Los Angeles, CA 90017
(213) 596-4500

ABOUT THE FIRM

Brandow & Johnston provides integrated structural and civil engineering design services, as well as related forensic and consultative services. With a portfolio of more than 35,000 completed projects, we are experienced in every building type, construction method, and material alternatives. We serve the southern California market from our offices in downtown Los Angeles and Newport Beach.



Structural Engineering

Our Structural Engineering services begin at the earliest stages of project conception and continue throughout project planning, final design and construction, ensuring client satisfaction.

We provide responsible engineering, efficient designs, and we are committed to creating sustainable and low impact developments. Catering to both public and private clients, we pride ourselves in maintaining long-term relationships based on successful work performed and integrity.

As early adopters of the revolutionary Revit Structure software using Building Information Modeling (BIM), we have become pioneers efficiently leading the way from project inception to completion. To date, we have completed over 1,000 projects using Revit.



Civil Engineering

We provide a full spectrum of Civil Engineering services from the earliest stages of project conception through project planning, final design and construction. We employ a proven and continual quality assurance/control system to minimize unforeseen cost implications.

We utilize the latest 3-D modeling technology to assist in the design, visualization and coordination of site surface improvement and underground utilities.

We have the expertise to develop "real-coordinate" models that can be used by the design team and contractor for interference detection with existing and new utilities, thus reducing the number of RFIs, change orders, and delays during construction.



Breadth of Experience

Our firm is proud to be identified among those who built the Los Angeles we see today. Since 1945, we have engineered many notable projects and served a broad spectrum of clients, encompassing:



EDUCATION
K-12, community colleges, and colleges/universities



CIVIC
Police, fire, judicial, public works and other agency-use



HIGH-RISE
Buildings taller than seven stories in height



PUBLIC/COMMUNITY
Buildings and places for public use and gathering



COMMERCIAL
Retail, office and warehouse



HOUSING/MIXED-USE
Multi-family and multi-use



HEALTHCARE
Hospitals, medical centers, medical office and research



E Engineers

Consulting Electrical Engineers

Manager for numerous award-winning commercial projects and institutional LEED certified projects.

Specialties: NEC and T-24 code compliance, field observation, master planning, peer review

QUALIFICATIONS

Principal
E Engineers, Santa Monica CA

Founded of a new consulting electrical engineering firm based in Santa Monica California that provides consulting electrical design and engineering services in the residential and commercial market segments in Southern California. Provides expertise in power systems, lighting design, code compliance and constructability for residential, commercial and industrial projects.

Managed the production process of electrical system design drawings for bidding and the construction of buildings including: lighting and power plans, single lines, signal plans, wiring diagrams and Title 24 Calculations.

Designed electrical distribution systems meeting the California Electric Code requirements: power distribution, lighting control, and conduit routing and equipment location on various commercial projects.

Performed site visits to gather design data in the Design Phases and made field observations and written reports during the Construction Phases.

Developed engineering specifications for Division 1 (commissioning) and Division 16 (electrical).

Performed electrical design cost analysis for evaluation of design alternatives.

Obtained approved electrical plans by the Building Department through the plan checking process.

Made field observations and written reports to correct construction errors and omissions.

Specified specialty material and electrical equipment for facilities such as diesel fuel generator sets, light fixtures and lighting control systems.

Focused in the diverse institutional, commercial and light industrial market segment including fire station facilities averaging 10,000 square feet; office buildings averaging 15,000 square feet; shell and tenant improvements; an outdoor athletics complex; 4000A bus duct replacement project; 12kV switchgear upgrade for a local University; and a new 12,000 square foot museum.

Designed electrical distribution systems according to the National Electrical Code. Identified and developed cost saving alternatives for electrical power systems design.

YUANG TAI, INC.

FIRM BACKGROUND AND EXPERIENCE

Yuang Tai, Inc. (YTI), founded in 1993, was established to supplement a need for professional cost estimating. The management team heads up individuals with a successful track record of working together as a team of estimators.

Yuang Tai, Inc. has extensive background experience performing cost estimating services on behalf of public entities such as City of Los Angeles, County of Los Angeles, community college districts and school districts. Some of the projects we have recently worked on include Bob Hope Patriotic Hall Veteran's Housing and various homeless shelter programs for the City of Los Angeles. The types of buildings we have worked on include but are not limited to housing, parking structures, athletic fields, stadiums, classroom buildings, administration buildings, central plants, roads, and M&O facilities. For these projects we have provided cost estimating services from the Programming stage, Schematic Design stage, 50% CD design stage, 100% CD design stage, all the way through to Change Order evaluations.

Our Client List consists of at least 95% repeat clients. This has been accomplished because we provide each of our clients with a quality, professional service in producing accurate and timely estimates. All estimates are overseen and reviewed by the managing Principal. **The accuracy of our estimates allows us to advise the client on key issues** (for example, where a change in project delivery method would be beneficial to the Owner). Where our clients have a very tight schedule, the Principal and staff extend the workday to complete the task at hand. It is not uncommon for individuals to work fifteen hours per day, when the need to complete an estimate dictates. We have also learned that it is generally better to have fewer people perform the work, and stretch the workday, instead putting too many people to complete an estimate. This ensures that people working on the project understand the "big picture" project instead of numerous people only understanding small parts of the project. This is particularly the case with interphasing work between Architectural/Structural work, and MPE work as well as when doing retrofit estimating. Our references can also confirm our responsiveness.

Our firm has been in business for over thirty years, which has enabled us to accumulate a **comprehensive archive of empirical data** for cost estimates at all stages of design, from conceptual to bid set, and for all project type categories. From this, we are able to develop reasonable and fair cost estimates even at the most conceptual design stage. Our business is primarily focused on the Southern California area, where we have a strong list of contacts of suppliers, subcontractors and vendors. This enables us to maintain a "**pulse on the market**" which is critical during changes in economic conditions.

SBE/MBE STATUS

Yuang Tai, Inc. is certified SBE by the California Department of General Services and certified MBE by the County of Los Angeles.

QUALIFICATIONS OF CONSULTANT'S PERSONNEL

Scott Van Sooy (Land Images / Principal) Scott's tenure with Land Images began in 2005, and in 2015 he became the Managing Principal, establishing the firm's second generation of management. Under his leadership, the firm has expanded its philosophy to focus on efficiency, to increase investment in infrastructure and technology, to expand marketing efforts, and to strengthen client relationships while establishing new ones. Scott's expertise in playground design includes conceptual layout, site circulation, equipment selection, hardscape, materials, planting and irrigation.

Diane Fazio (Land Images / Senior Associate) Diane Fazio has participated in a full range of projects since joining Land Images in 2007: civic, academic, parks and multi-family housing. She combines excellent management skills with a thoughtful approach toward design. She is committed to the seamless integration of sustainable elements into the landscape.

Stacie Preven (Land Images / Associate) Stacie joined Land Images in 2016 and has worked on many schoolyard and playground projects with a particular focus on nature-based play. She has served as project manager on two LAUSD playground projects for which Land Images was the prime consultant - Castellanos Elementary and Vine St. EEC.

Land Image's office is in Los Angeles.

Ed Melo (Brandow & Johnston / Civil Engineer). Ed Melo is a registered civil engineer with more than 15 years of experience. His portfolio includes a variety of higher education, K-12, residential, commercial, housing, mixed-use, civic and public/community projects. He is experienced in the design of site grading, utilities, and the implementation of stormwater best management practices. He frequently interfaces with various jurisdictional agencies and has learned the process for attaining expeditious plan review and approvals. As Director of Civil Engineering, his primary focus is the delivery of cost-efficient design solutions and the production of high-quality documents. He is adept AutoDesk Civil 3-D and Revit CAD Software. Brandow Johnson's office is in Los Angeles.

Eric Persic (E Engineers / Electrical Engineer) Eric Persic has over 20 years of diverse engineering experience in power systems, lighting design and code compliance and construction administration of commercial, institutional and industrial projects. E Engineer's office is in Santa Monica.

Tina Hsieh (Yuang Tai / Cost Estimator) Tina has more than fifteen years of Construction Industry experience, including a cumulative period of 36 months of on-the-job training as estimator spanning 800 schools totaling \$5 Billion in construction value. Most of her in-house training has involved her in school related work, covering ADA compliance, Site Utilities, Civil, HVAC, Plumbing and Electrical Power, Safety & technology, Fire Alarm take-off and estimate compilation. She frequently prepares detailed Change Order evaluations, by comparing the changes between the base drawings and the revised drawing. Yuang Tai's office is in Pasadena.

PROJECT APPROACH

Task 1 - Conduct Field Research and Surveys

Consultants will visit the site to assess current conditions, including existing ADA deficiencies and safety concerns with the existing playground equipment.

A preliminary site study will be performed to research permitting agencies and requirements, to collect and review any as-built documents available, and to compile an initial schedule for the project. Study will also be done of previous City of Huntington Park playground safety initiatives. The existing survey and topographical data will be reviewed.

Consultants will attend a kick-off meeting (teleconference or in person) to review the project goals and programming requirements.

The Design Team will submit two conceptual design alternatives to the City on August 7. The concepts will include all program elements, materials, and amenities, along with inspiration and materials photographs. Manufacturer specs will be provided where applicable. Cost estimates will be prepared for both options.

The concepts will incorporate the items listed below:

- Play structure and amenities for ages 2-5
- Play structure and amenities for 5-12
- One multiple-bay swing structure accommodating ages 2-5, ages 5-12, and a "mommy and me" swing
- Design that promotes active mobility, exercise and inclusivity
- Focus on safety concerns
- ADA enhancements including but not limited to pedestrian ramps, crosswalks, and sidewalks leading to points of entry.
- Compliance with ADA requirements for playgrounds, play equipment, and site accessibility
- Compliance with all federal, state, ASTM and US Consumer Products Safety Commission requirements for playgrounds and for play equipment

A project schedule will be created incorporating deadlines for the 30%, 70%, and 100% submittals (September 7, 2023, October 12, 2023, and November 16, 2023 respectively). A minimum of two weeks will be allowed for City review following each submittal.

Task 2 - Prepare Design Plans for Construction

Based on City feedback, the Design team will prepare 30% submittal based on the selected concept, followed by 70% and 100% submittals.

After the 30% submittal, the consultants will schedule a scoping meeting with the City to discuss any deviations from the initial concept.

PROJECT APPROACH (cont'd)

Plans will indicate that playground equipment is to be installed by a factory-trained and certified installer and that following installation, it will be audited by a independent Certified Playground Safety Inspector, hired by the City.

Task 3 - Project Specifications at 30%, 70%, and 100% Submittal

Specifications will be prepared at each milestone in conformance with the Public Works Greenbook and other applicable guidelines. Required standards and reference materials will be provided.

Every item of work will include a measurement clause and a payment clause.

Task 4 - Construction Estimate

Construction estimates shall be prepared by a professional cost estimator in Word format at the 30%, 70% and 100% submittals. Estimates shall have quantities and unit prices. Estimator shall verify unit prices at time of final plan approval.

Task 5 - Permitting and Regulations

Consultants shall follow all laws concerning environmental permitting including mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control.

Prior to bidding, a signed checkoff list will be issued certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the plans, specifications and final estimate.

Consultants shall provide design support during construction including review of submittals, RFI's etc.

Consultants shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.

The minimum number of meetings to be attended is (2) Scoping/Kick-off and (6) with City Staff

QUALIFICATIONS

- California Landscape Architect #5505
- Nevada Landscape Architect #1038
- ASLA member, Campus Planning and Design PPN
- Synthetic Turf Commissioning Agent, LAUSD
- Professional Certificate, UCLA Extension Landscape Architecture
- Master of Science, Purdue University
- Bachelor of Science, Iowa State University
- ASLA Juror, Student Awards
- Mentor, ASLA Southern California Chapter
- UCLA Extension Landscape Architecture Program Contributor: Student Show Juror and Portfolio Reviewer
- City of West Hollywood Mobility and Bicycle Task Force Member

LEADERSHIP

Scott's tenure with Land Images began in 2005, and in 2015 he became the Managing Principal, establishing the firm's second generation of management. Under his leadership, the firm has expanded its philosophy to focus on efficiency, to increase investment in infrastructure and technology, to expand marketing efforts, and to strengthen client relationships while establishing new ones.

Scott's experience managing the design and development process, including personnel and sub-consultant oversight, helped inform his leadership skills. His project experience encompasses a wide range of project types, such as academic campus planning and development, sports facility development, public park development and renovation, and mixed-use developments.



KEY PROJECTS

- Pomona College Master Plan and Campus Pedestrianization Projects
- Bridges Auditorium Plaza and Open Space, Pomona College
- Dartmouth Avenue Open Space, Pomona College
 - "Excellence in Design" award, City of Claremont, CA
- North Residence Halls, Pomona College
 - LEED Platinum Certified
- Beverly Triangle Urban Plaza, City of West Hollywood
- Caruso Auditorium and Central Campus Renovation, Loyola High School
- Loyola High School Master Plan
- Crestmont College Landscape Master Plan, Pacific Palisades
- LAUSD High School Track and Field design
- La Cañada High School Football Field Renovation



LAND IMAGES
LANDSCAPE ARCHITECTURE

QUALIFICATIONS

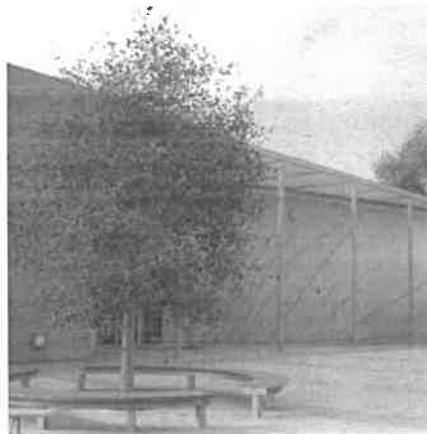
- California Landscape Architect License #6208
- American Society of Landscape Architects
- Professional Certificate, Landscape Architecture, UCLA
- MFA Program, Pratt Institute
- Bachelor of Arts, Boston College
- Women in Architecture+Design



LEADERSHIP

Diane Fazio has participated in a full range of projects since joining Land Images in 2007: civic, academic, parks and multi-family housing. She combines excellent management skills with a thoughtful approach toward design. She is committed to the seamless integration of sustainable elements into the landscape.

Prior to becoming a Landscape Designer, Ms. Fazio was a Visual Effects and Children's Television Producer. Her experience working with large creative teams informs her approach to working with clients and multidisciplinary consultants.



KEY PROJECTS

- East LA College East Area Drainage / Landscape Renovation - Monterey Park, CA
- West Washington Area Improvement Plan, Phase III/IV - Culver City, CA
- LAUSD NW Regional District Office, Environmental Demonstration Garden, Los Angeles, CA
- Luther Burbank Middle School Teaching Gardens - Los Angeles, CA
- Delano Park Synthetic Turf Soccer Field - Van Nuys, CA
- East LA College Student Bookstore - Monterey Park, CA.
- El Cariso Regional Park - Los Angeles, CA.
- Bel-air Bar and Grill - Los Angeles, CA
- New Genesis Apartments - Los Angeles, CA
- Pershing Apartments - Los Angeles, CA
- Culver City Senior Center Courtyard Renovation - Culver City, CA



LAND IMAGES
LANDSCAPE ARCHITECTURE

QUALIFICATIONS

- California Landscape Architect License #6350
- American Society of Landscape Architects
- Professional Certificate, Landscape Architecture, UCLA
- Bachelor of Arts, Harvard University

LEADERSHIP

Stacie joined Land Images in 2016 and has been the design lead for multiple playground greening projects. Her other projects include hospitality, civic and multi-family developments. She loves bold design moves that link a site to its context.

Before becoming a Landscape Architect, Stacie was a television writer/producer. That experience sharpened her critical thinking skills, honed her presentational abilities, and taught her how to champion a good idea.



KEY PROJECTS

• LAUSD Playground Projects:

- Vine St. EEC
- Vanalden EEC
- Telfair EEC
- Castellanos Elementary School
- Victory Elementary School
- Fries Elementary School

• Daycare Projects:

- VFC Homelight Daycare
- Glendale Community College Head Start
- Beach Babies V Manhattan Beach
- Westwood Presbyterian Church Preschool
- Wadsworth Chapel Restoration
- Westdrift Hotel



LAND IMAGES
LANDSCAPE ARCHITECTURE

15
Years

ED MELO, P.E.

PRINCIPAL / DIRECTOR OF CIVIL ENGINEERING

Ed Melo is a registered civil engineer with more than 15 years of experience. His portfolio includes a variety of higher education, K-12, residential, commercial, housing, mixed-use, civic and public/community projects. He is experienced in the design of site grading, utilities, and the implementation of stormwater best management practices. He frequently interfaces with various jurisdictional agencies and has learned the process for attaining expeditious plan review and approvals. As Director of Civil Engineering, his primary focus is the delivery of cost-efficient design solutions and the production of high-quality documents. He is adept AutoDesk Civil 3-D and Revit CAD Software.

REPRESENTATIVE QUALIFICATIONS

MUNICIPAL / PUBLIC WORKS

- Azusa Public Works Depot, Azusa, CA
- City of Beverly Hills, Public Works Maintenance Warehouse, Beverly Hills, CA
- City of Burbank, City Yards Services Building, Burbank, CA
- City of Burbank, Fire Water Distribution System Upgrades, Burbank, CA
- Costa Mesa Permanent Bridge Shelter, Costa Mesa, CA
- LA County, Altadena Sheriff's Station, Altadena, CA
- LA County, Arcadia Mental Health Center Bridging Documents, Arcadia, CA
- LA County, Assessor's Office, Parking Accessibility Evaluation, Los Angeles, CA
- LA County, Fire Department, Station #163, Bell, CA

RECREATION / COMMUNITY CENTERS

- LA County, Altadena Triangle Park, Altadena, CA
- LA County, Parks & Recreation, Marina Beach Promenade, Marina del Rey, CA
- City of Anaheim, Ponderosa Park, Anaheim, CA
- City of Burbank, Civic Center Northeast Library Drainage, Relief, Burbank, CA
- Fullerton Navigation Center, Fullerton, CA
- Roxbury Memorial Park Community Center, Beverly Hills, CA
- Rowland Heights Community Center, Rowland Heights, CA
- UCLA Santa Monica Shade Garden, Westwood, CA
- Calabasas Senior Center, Calabasas, CA

MIXED-USE & MULTI-FAMILY

- 730 Vermont, Los Angeles, CA
- 1410 Highland, Los Angeles, CA
- 4220 Montclair, Los Angeles, CA
- 4507 S Main St Housing, Los Angeles, CA
- The Banning Housing Development, Los Angeles, CA
- The Emerald Affordable Housing, Lancaster, CA
- Fullerton Homeless Shelter, Fullerton, CA
- Harmony Mixed-Use, Los Angeles, CA
- Hilda L. Solis First Care Village, Los Angeles, CA
- La Guadalupe Housing, Los Angeles, CA
- Legacy Apartments, South Gate, CA
- My Angel Veteran Housing, Los Angeles, CA

MINI-MALL CENTER
AND COURTHOMERIDGE COMMUNITY
CENTER BUILDINGEASTERN CITY
CENTER INTERIOR
(HOMERIDGE CITY)ALMA MATER UNIVERSITY
COMMUNITY CENTER
BUILDINGCITY OF MANHATTAN
CITY CENTER
SERVICES BUILDINGHILDA L. SOLIS
FIRST CARE VILLAGE

EDUCATION

B.S. Civil Engineering, University of California
Los Angeles, Henry Samueli School of
Engineering and Applied Science

REGISTRATIONS/CERTIFICATIONS

Civil Engineer, CA #C80534

PROFESSIONAL ASSOCIATIONS

American Society of Engineers (ASCE)
Asian American Architects & Engineers (AAsE)
Urban Land Institute (ULI)

E Engineers

Consulting Electrical Engineers

PROFESSIONAL PROFILE for ERIC PERCIC, P.E.

EDUCATION

CLEMSON UNIVERSITY

Master of Business Administration
1997

UNIVERSITY OF SOUTH CAROLINA

Bachelor of Science in Electrical Engineering
1991

PROFESSIONAL AFFILIATIONS

Member of Designer's Lighting Forum (DLF)

Member of Association of Consulting Electrical Engineers (ACEE)

Member of International Association of Electrical Inspectors (IAEI)

Member of Illuminating Engineering Society (IES)

Member of National Fire Protection Association (NFPA)

LICENSES AND REGISTRATION

Professional Engineer in Electrical Engineering

Board of Professional Engineers and Land Surveyors
CA License # E 16773
HI License # 16643

SUMMARY

Eric Percic has over 20 years of diverse engineering experience in power systems, lighting design and code compliance and construction administration of commercial, institutional and industrial projects.

As a registered Electrical Engineer, he is the founder and Principal of E Engineers, a consulting electrical engineering firm based in Santa Monica, CA, established in 2013 and focused on providing consulting services in the commercial, institutional and residential market segments in Southern California. With a Bachelor's and a Master's degree from the University of South Carolina and Clemson University, Eric has been a key member several firms, most recently G&W Consulting Electrical Engineers serving as Senior Designer, Project Engineer and Project

RESUME | YUANG TAI | TINA HSIEH, CHIEF ESTIMATOR

RESUME FOR: TINA HSIEH

Chief Estimator
Yuang Tai, Inc.

EDUCATION

University of Southern California – Master of Construction Management, 2005
University of California Los Angeles – B.A. Business-Economics, 2004
Estimating Training – Yuang Tai, Inc., 1997 to 2004

BACKGROUND QUALIFICATIONS

Yuang Tai, Inc., Pasadena, CA – Chief Estimator, 2007 to present
Yuang Tai, Inc., Pasadena, CA –Estimator, 2006 to 2007
C.W. Driver, Pasadena, CA – Project Engineer – 2005-2006
Dreyfuss Construction, Culver City, CA – Estimating Intern - 2005
Yuang Tai, Inc., Los Angeles, CA –Junior Estimator, 1997 – 2004

Tina has more than fifteen years of Construction Industry experience, including a cumulative period of 36 months of on-the-job training as estimator spanning 800 schools totaling \$5 Billion in construction value. Most of her in-house training has involved her in school related work, covering ADA compliance, Site Utilities, Civil, HVAC, Plumbing and Electrical Power, Safety & technology, Fire Alarm take-off and estimate compilation. She frequently prepares detailed Change Order evaluations, by comparing the changes between the base drawings and the revised drawings, to quantify the trade issues where changes occurred. She was also in charge of preparing preliminary estimates for PRDD reports. In addition, the experience she has obtained outside of Yuang Tai, Inc. includes analyzing cost impacts of RFI's, negotiating change orders and reviewing completeness of scope. Her detailed in-house training in a very efficient office and her proven capability has made Tina to be a very valuable member of the estimating team. She was also involved in preparing more than 1,600 Budget Cost Estimates for LAUSD M&O Department (Measure R, K, Y and BB) for projects such as, Modernization, Roofing, Playground Facilities, Lighting Systems, HVAC replacement, and Re-piping.

Other School Related Experience:

- The \$67 Million CSU San Jose Student Union Expansion & Renovation Project
- The \$27 Million CSU San Jose Student Health & Counseling Facility Project
- The \$35.015 Million East Valley High School #1B Additions, Los Angeles, CA
- The \$ 78.8 Million LAUSD South Region High School #15, Los Angeles, CA
- The \$ 23.6 Million LAUSD South Region Elementary School #10, Los Angeles, CA
- South Region High School #15, Los Angeles, CA
- The \$30 Million WLACC Science & Math Building
- The \$43 Million WLACC General Classroom & Student Services Building
- The \$11.5 Million CSU San Bernardino Student Housing Phase 1
- The \$4.5 Million UCSB Alumni Center
- The \$16.0 Million UCSB De La Guerra Center
- Recreation/Aquatic Center Expansion/Renovation, SJSU, San Jose, CA
- Parking Transportation Service Center Expansion, CSULA, Los Angeles, CA
- Change Order Review for over 250 LAUSD Bond Program K-12 Schools, Los Angeles, CA

QUALITY ASSURANCE | QUALITY CONTROL

Land Images will use a systematic approach to ensure the successful implementation of a quality control and quality assurance plan for the project:

Design Review:

During the design phase, Land Images will conduct a thorough review of the playground design to ensure compliance with safety standards, functionality, aesthetics, and client requirements. This involves examining the design drawings, specifications, and any relevant codes or regulations. The entire project team, including sub-consultants, will review the proposed layout, equipment selection, materials, and overall concept from different perspectives to identify potential design flaws or areas for improvement.

Coordination Review:

Coordination review focuses on assessing the integration and compatibility of project elements. Land Images will collaborate with different disciplines to ensure that their respective drawings and specifications are well-coordinated and harmoniously integrated. Land Images will also assess the compatibility of various materials and finishes, considering factors like durability, maintenance requirements, and environmental impact. This review aims to identify any potential clashes, conflicts, or inconsistencies that may arise during the construction phase.

Constructability Review:

The constructability review focuses on evaluating the feasibility and practicality of implementing the design during the construction phase. The project team will thoroughly analyze the design documentation to sequence construction and identify potential challenges and constraints that may affect the project's successful execution. Land Images will compare drawings and construction details to similar projects that have completed construction to ensure completeness. For each submittal, internal staff not involved with the drawing development will perform peer reviews to help ensure drawing and specification completeness.

Throughout the entire process, Land Images will document all review findings, recommendations, and revisions. This documentation will serve as a reference for the project team and as evidence of compliance with quality control and quality assurance procedures.

REFERENCES

Reference

Thomas Tsang
Senior Design Manager
Los Angeles Unified School District
cp-thomas.tsang@lausd.net
(626) 248-6040

Dennis Ackel
Senior Design Manager
Los Angeles Unified School District
dennis.ackel@lausd.net
(714) 514-8753

David Fenn
Senior Planner
City of West Hollywood
dfenn@weho.org
323-848-6336

Elaine Gerety-Warner
Economic Development Project Manager
City of Culver City
elaine.warner@culvercity.org
(310) 253-5777

Matilda Reyes
Project Manager
Trust for Public Land
matilda.reyes@tpl.org
626-734-6292

Project Name / Status

- Telfair Nature Explore Playground / In Construction
- Vanalden Nature Explore Playground / Bidding
- Vine Street Nature Explore Playground / 50% CD's
- Fries Avenue Elementary School Playground/ Completed 2019
- Victory Elementary School/Completed 2019
- Miscellaneous LAUSD school sitework projects
- Beverly Triangle Plaza / Conceptual
- Arts District Medians
- West Washington Blvd., Phase III, IV / In Construction
- Castellanos Elementary School Living Schoolyard / In Construction

SCHEDULE AND SCHEDULE CONTROL

CHESLEY PARK

Preliminary Work Plan

	Month	JULY	AUGUST	SEPT	OCT	NOV	
SCHEDULE PHASE OVERVIEW		CONCEPTUAL		CONSTRUCTION DOCUMENTS			
PROJECT PHASES AND MILESTONES	TASK LEADER						
Task 1 Conduct Field Review							
NTP July 24, 2023	Land Images						
Kick Off Meeting	Design Team						
Site Visit	Design Team						
Review Background Materials, Permitting process	Design Team						
Conceptual Plan	Land Images						
City Review							
Task 2-5							
30% CD Submittal	Design Team						
Cost Estimate	Estimator						
30% Specifications	Design Team						
City Review							
Scoping Meeting	Design Team						
70% CD Submittal	Design Team						
Cost Estimate	Estimator						
70% CD Specs	Design Team						
City Review							
100% CD Submittal	Design Team						
Cost Estimate	Estimator						
100% CD Specs	Design Team						
City Review							
Begin Permitting / Bidding / Construction Process	Design Team						

FEE SCHEDULE | COST PROPOSAL & EXCLUSIONS

FEE SCHEDULE / COST PROPOSAL

The Fee Schedule / Cost Proposal shall be delivered in a separate sealed envelope.

EXCLUSIONS

The following items are excluded from our scope for this proposal:

- Revisions to the street
- Survey
- Geotechnical Report
- Geotechnical Services
- Photometric plans
- Environmentally impacted soil or groundwater; handling of hazardous or toxic substances
- Permitting and plan check fee
- LEED Certification

July 6, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL CIP 2022-09 CHESLEY CIRCLE PARK PS&E DESIGN

Questions pertaining to the Request for Proposal (RFP) for CIP 2022-11 Huntington Park Litter Abatement and Beautification Project. Answers are highlighted in yellow.

1. Is geotechnical investigation required for this contract? Should the design team expected to provide a topographical survey?

No.

2. Should the design team provide geotechnical analysis or will the City provide this?

Not needed.

3. What is the budget for the project?

\$300,000 for the design and construction.

4. Should the new playground be installed in the same footprint as the existing?

Design engineer to provide recommendations.

5. Should lighting analysis or renovations be included in the scope?

Yes.

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

RFP due date has changed to the following date and time: **Tuesday, July 11, 2023 at 2:00 pm.**

ADDENDUM ACKNOWLEDGEMENT (cont'd)

Request for Proposal

End of Addendum No. 1

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

By: Cesar Roldan
Cesar Roldan, Director of Public Works

Date: 7/6/2023

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.

Scott Van Sooy
Contractor Name

S. Van Sooy
Signature

7/11/2023
Date

Principal
Title

FEE PROPOSAL

6605 Hollywood Boulevard, Suite 210 | Los Angeles, CA 90028
 Tel: 310.441.1885 | info@landimages.com

July 11, 2023

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

Dear Cesar,

In conjunction with our proposal, submitted in response to the RFP CIP 2022-09 Chesley Park, we are pleased to present this fee proposal. We propose a total fixed fee of **\$86,706**. Reimbursable expenses that are part of the project scope (mileage, printing, etc) are included in the fee, broken down as follows:

	ITEM	LAND IMAGES	CIVIL	ELECTRICAL	COST ESTIMATION	TOTAL
1	2 Kickoff Scoping Meetings Plus Conceptual	\$11,500	\$ 1,000	-	-	\$12,500
2	6 City Review Meetings	\$ 5,500	\$ 2,500	\$ 500	-	\$ 8,500
3	30% Design	\$ 7,500	\$ 3,000	-	\$ 697	\$11,197
4	75% Design	\$ 7,500	\$ 3,000	\$ 1,500	\$ 802	\$12,802
5	100% Design	\$ 9,000	\$ 3,500	\$ 3,000	\$ 907	\$16,407
6	Bidding RFIs/RFCs	\$ 1,600	\$ 1,500	\$ 100	-	\$ 3,200
7	Construction Meetings	\$ 7,500	\$ 500	-	-	\$ 8,000
8	Construction RFIs/RFCs	\$ 3,500	\$ 2,500	\$ 200	-	\$ 6,200
9	Construction Submittals / Shop Drawings	\$ 2,800	\$ 2,500	\$ 200	-	\$ 5,500
10	As-builts / Record Drawings	\$ 1,400	\$ 1,000	-	-	\$ 2,400
	TOTAL	\$57,800	\$21,000	\$ 5,500	\$ 2,406	\$86,706

Hourly Billing Rates (rates were used to calculate the fixed fee above; these rates will apply for services beyond the proposed project scope)

Land Images	Civil & Structural Engineering	Electrical Engineering	Cost Estimation
Principal \$225	Principal \$200	Principal \$205	Principal Cost Estimator \$142
Licensed Landscape Architect \$200	Associate Principal \$240	Field Engineer \$170	Chief Cost Estimator \$120
Project Manager \$180	Project Manager \$225	Project Manager \$155	Estimator \$105
Landscape Designer \$150	Project Engineer \$185	Engineer \$130	
CAD Drafting \$120	Design Engineer \$150	CAD Drafter \$90	
Administrative \$105		Administrative \$55	

We look forward to working with you on this exciting project!

Thank you,



Scott Van Sooy, ASLA
 Principal
 California Landscape Architect #5505**

PROPOSAL

To Provide Professional Landscape Architectural Design Services for

CITY OF HUNTINGTON PARK

CHESLEY PARK
(CIP 2022-09)



JULY 11, 2023

Designing landscapes that create community

DVP David Volz Design
Landscape Architects and Park Planners



Designing landscapes that create
community...

Leveraging location-based
technologies to create a smarter world

July 11, 2023

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

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE FOR PLAYGROUND
EQUIPMENT DESIGN SERVICES FOR CHESLEY PARK (CIP 2022-09)

Dear Mr. Roldan,

The playground at this important neighborhood park is in need of refurbishment. David Volz Design is well qualified to provide design for creative, fun, safe, high quality, and all-inclusive playground for Chesley Park. Our park planning team has a long resume that includes hundreds of successful playlot design projects. Our designers will deliver plans and specifications that provide opportunities for health and wellness, active mobility, and exercise opportunities in an inclusive, exciting play environment.

DVD works closely with vendors and suppliers to select high quality equipment and hardware. The project manager and design team from DVD regularly attend education seminars that address the safety, quality, and playability of recreation park components. Parks we have designed feature wonderful and creative play spaces. Our team will work with you and your staff to design exciting play opportunities at Chesley Park.

Our team has reviewed your park site and we are excited to offer Huntington Park this proposal to provide design services for this playlot. I have read, understand, and agreed to the statements included in the request for proposal. I acknowledge receipt of all addendums/amendments. I have reviewed the the terms, conditions, and attachments referenced.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office
111 North Market Street, Suite 300
San Jose, CA 95113
669.444.0461

San Diego Office
4660 La Jolla Village Dr, Suite 100 #1834
San Diego, CA 92122
858.2471222

Request for Proposal

End of Addendum No. 1

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

By: 
Cesar Roldan, Director of Public Works

Date: 7/6/2023

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.

David Volz
Contractor Name


Signature

7/10/2023
Date

President
Title

TABLE OF CONTENTS

Firm Qualifications

Consultant Background	5
Subconsultants	6
Project Experience & References	8

Project Team

Qualifications and Experience of Consultant Personnel	11
Resumes	12

Work Plan

Project Approach	18
Creative & All-Inclusive Playgrounds	20
Sustainability & Low-impact Design	21
Scope of Services	22
Schedule & Schedule Control	24
Quality Control	25

Appendix

Certifications
Letters of Recommendation

Fee Proposal (Separate)

Fee Proposal
Hourly Rate Schedule



FIRM QUALIFICATIONS

CONSULTANT BACKGROUND

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields, and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.

We provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California

We strive to stay on top of the constantly changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.

PLANNING & DESIGNING
 Demonstration gardens, mitigation & restoration
 Nature parks, interpretive gardens & wilderness camps
 Streetscape development & redevelopment
 Community, Neighborhood & mini-parks
 Facility master plans & feasibility studies
 School fields & campus planning
 Irrigation renovation & redesign
 Design guidelines & standards
 Sports parks & stadiums
 Grant applications
 & GIS

Founded in 1997
 25 years in business
 S-Corporation-CA
 Never filed for
 bankruptcy
 Wholly-owned Business
 12 employees
 David Volz RLA#2375
 Gary Vasquez RLA #3883
 Eric Sterling RLA#5463
 Luis Pedraza RLA#6782
 LEED Accredited
 SBE

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We create high quality public spaces for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

Contact Person:
 David Volz, President, RLA,
 LEED AP, QSD/QSP
 714-641-1300
 dvolz@dvolzdesign.com

Like us on Facebook!
 Follow us on Instagram!
 @davidvolzdesign



www.dvolzdesign.com



CHESLEY PARK, CITY OF HUNTINGTON PARK

DVD

Firm Profile

DMS Consultants, Inc. is a California Corporation established in 1994. Our firm provides civil engineering and related services to municipalities, government entities, and private industries throughout Southern California. As a small business, we are committed to personal service, high quality products, close communications, and enduring client relationships. With a staff of registered civil engineers, designers, and surveyors, DMS Consultants, Inc. is uniquely qualified to respond to the diverse needs of our clientele.

DMS Consultants, Inc. is dedicated to technical excellence and high-quality services. A team approach is taken to every project undertaken, with a Project Engineer directing, managing and acting as the central design figure in the work. Our firm strives to maintain a high level of communication with the client and jurisdictional agencies.

We are acutely aware of the value and importance of providing close individual attention to each project and to working within the constraints of time and budget. We also know that the success of our firm rests clearly on the management, competence, and expertise of our professional staff and team.

DMS Consultants, Inc. presently provides on-call civil engineering design services to the City of Fountain Valley, City of Fullerton, City of Gardena, City of La Mirada, City of Newport Beach, and City of San Dimas.

DMS Consultants, Inc. has the ability to provide services for the City's various public works and capital improvement projects in the following areas:

- Roadway Pavement Improvements
- Sewer Line Improvements
- Water Line Improvements
- Drainage Facility Improvements
- Sidewalk Improvements
- ADA Compliance Improvements
- Hydrology Studies

DMS Consultants, Inc. also has the capacity to sub-consult for services in the following areas:

- Median Landscape Improvements
- Parkway Landscape Improvements
- Public Park Facility Improvements
- Geotechnical Investigations
- Traffic Engineering



WE SWEAT THE DETAILS
The MEP systems behind any facility are the details that you expect to work, not notice.

We see our role on your team in the same light. Our work is an integral part of your project functioning as it should. It goes far beyond just accurate engineering. It has everything to do with what we call good service.

FIRM OVERVIEW

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service.

The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

Each team member is hand-selected to ensure the Design West standard for customer service is upheld and our staff has become known for technical excellence, outstanding communication, and pushing the boundaries of technology. In the end, it is all driven by the same focus: be the very best at serving our clients' needs.

Engineering Services

Mechanical
Fire Protection

Electrical
Technology

Plumbing
Utility Coordination

Commissioning
Energy

Park Experience

Design West's team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

THE FOUR COMMITMENTS OF CUSTOMER SERVICE

We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it's our job to make sure you don't just like our work, but love working with us.

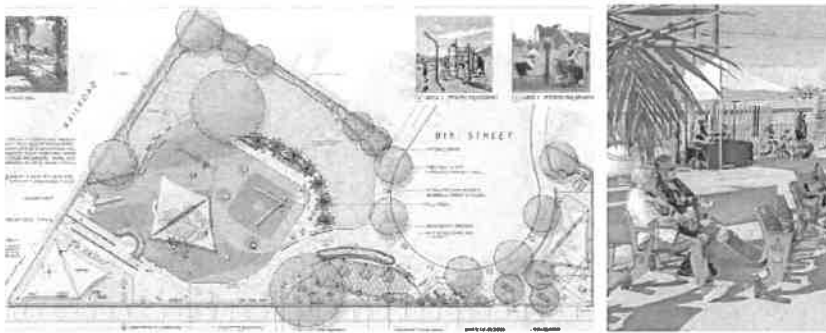
Collaboration	Communication	Creativity	Care
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Design West Engineering 

RICK GOMEZ PARK

On some leftover land below the Western Avenue freeway bridge, a simple idea started a chain of events that delivered a special green space to an under-served neighborhood. The project started as a small "greening" project at the end of the 8th Street cul de sac. The project gained momentum as the city's leaders pushed forward an initiative to purchase blighted residential lots at the end of the street. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot. "Get your mitts" his favorite saying adorns the sign behind the large baseball casting. The play equipment is an imaginative ballfield with climb-through gloves, larger-than-life bats, home plate, and baselines. There are even authentic bleacher seats salvaged from the Angels and the Dodgers stadium renovations. A special service of seven pictorial kiosks chronicles some fun moments of Coach Gomez's work with the community's youth.

This inviting green space is based on everything a neighborhood park should offer. Swings and climbers slide open turfgrass. There are benches and picnic spaces, exercise equipment, and multigenerational activity areas. All accessible swing riders, close by caregiver seating, pleasant, shaded walking paths, and quick hook spaces sprinkled throughout the site. Community engagement in the park design was a highlight of the planning process. Through on-site and recreation center design workshops, the neighborhood and the community influenced every aspect of the park design. There was enthusiastic support from the extended Gomez family and many Rick supporters.



Client:
City of Buena Park

Reference:
"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."

Jim Box
Director of Community Services
(714) 562-3850
jbox@buenapark.com

Key Elements:

- Universally Accessible play lot
- Baseball Theme
- Walking Track
- Exercise Equipment
- Pictorial Kiosks

Services provided:

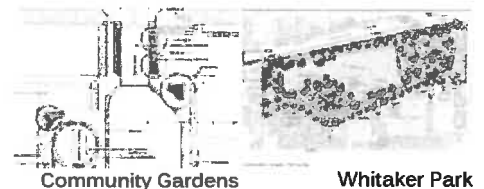
- Master Plan
- Community Outreach
- Construction Documents
- Construction Period Services

Start Date: July 2020
Completion Date: February 2022
Design Cost: \$176,743
Construction Cost: \$1.4 million

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza

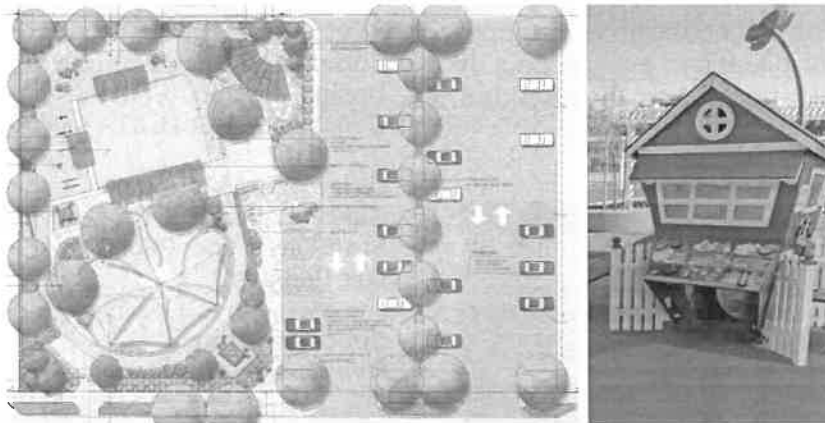
Subconsultants:
NV5, Design West Engineering

More Buena Park Projects:



PRIMROSE PARK

Primrose Park is envisioned as a new recreational community park for this central section of the city. This park will be the first park installed within the city in over 50 years and was granted funded by Proposition 68. The vision of this new park is a vibrant activity space that would include: a playground, community space for fitness and wellness activities, a walking exercise loop, and new parking lot. The park is enclosed by a boundary fence utilizing decorative metal fence types of pickets within the site and along the alley with screening panels along Primrose Avenue. Just over the fence within the park will be a landscape buffer of planting with an art piece on a pedestal with lighting as a focal point at the corner between the park and parking lot to lead the eye into the site. A walking exercise loop with rubber surfacing and wayfinding lighting will encircle the whole park with two entries, a main gateway at the center of the site and a secondary gateway along Primrose Avenue, both to be locked at dusk. The play equipment layout has dedicated areas suited for 2-to-5-year old's and 5-to-12-year old's which also incorporates a custom flower shaped shade structure within the main piece of equipment. The playground with the theme and layout inspired by flowers taking elements of the park's namesake Primroses and Camelias as depicted within the City Seal and logo, also taking elements of the color palette to be used throughout the park.



Client:

City of Temple City

Reference:

Adam Matsumoto
Director of Parks & Recreation
(626) 285-2171 ex. 4505
amatsumoto@templecity.us

Key Elements:

- Prop 68 grant funded
- Themed play
- Walking path
- Low use water system
- Drought tolerant plantings
- Exercise Equipment
- Restroom
- EV Charging stations

Services provided:

- Grant Application Assistance
- Community Outreach
- Concept Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

Size: 1 acre

Start Date: June 2018

Completion Date: February 2022

Design Cost: \$195,279

Construction Cost: \$2.4 Million

DVD Project Manager:

Gary Vasquez

Staff: David Volz, Luis Pedraza

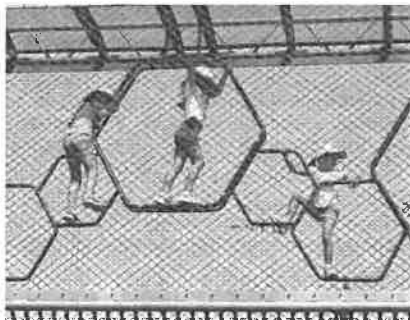
Subconsultants:

DMS Consultants, Design West
Engineering



LIONS PARK PLAYGROUND IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.



Client: City of Costa Mesa

Reference:

Hector Soriano

Associate Engineer

(714) 754-5045

hector.soriano@costamesaca.gov

Key Elements:

- Universally accessible play equipment
- Refurbished Fighter Jet
- Zipline swing
- Drought tolerant plantings
- Restroom

Services provided:

- Community Outreach
- Master Plan
- Construction Documents
- Construction Period Services

Acreage: approximately 1

Start Date: Feb 2018

Completion Date: July 2021

Design Cost: \$219,415

Construction Cost: \$2.4 million

DVD Project Manager: Gary

Vasquez

Staff: David Volz, Paul Cassar, Luis

Pedraza, Dana Bull

Subconsultants: DMS

Consultants, Design West

Engineering

More Costa Mesa Projects:



Harbor Blvd Bike Trail



Harbor Blvd Medians



Westside Improvements

ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.

Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.

PROJECT MANAGER - Eric Sterling will provide design oversight of this project and be the design professional-of-record for the construction documents. Coordination of our large team of professionals will be the responsibility of DVD's project manager, Sarah Moon. Sarah has extensive team leadership experience, she will be an active and engaged manager for this project. She will coordinate and lead design development meetings. Keeping in regular touch with the city project team, updating schedules and filing project progress reports, with action items, as the design is developed.

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city

City of Huntington Park
Chesley Park

DAVID VOLZ DESIGN
LANDSCAPE ARCHITECTS, INC

David Volz, RLA #2375,
LEED AP, QSD/P
Principal in charge

Gary Vasquez, RLA #3883
Director of design

Eric Sterling, RLA #5463
Senior Landscape Architect

Kevin Volz, GISP
Director of Innovation & Technology

Paul Cassar
Senior Landscape Designer

Sarah Moon
Landscape Designer

Angela Lee
Landscape Designer

Dana Bull
Landscape Designer

Michelle Maldonado
Project Designer

Xitlali Casarrubias
Project Designer

Jamie Graham
Executive Manager

Allie Stafford
Administrative

Jennifer Gomez
Administrative

DMS CONSULTANTS INC
Civil Engineer

Surender Dewan, P.E.
Project Manager / Senior Civil Engineer



DAVID VOLZ, RLA

PRINCIPAL-IN-CHARGE

Has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and

construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

He has an excellent reputation for facilitating community outreach programs for park design through the public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award-winning projects for cities, school districts and public agencies throughout California.

EDUCATION

- BS, Landscape Architecture, 1981
California State Polytechnic University, Pomona
- Graduate Studies, Computer Applications for Landscape Architecture, 1981, California State Polytechnic University, Pomona

REGISTRATION

- Landscape Architect, California #2375, 1983
- Landscape Architect, Nevada #499, 1996
- LEED Certified, 2008
- Qualified Stormwater Professional, QSD/QSP, 2015

YEARS WITH DVD: 1997 - present

CHESLEY PARK, CITY OF HUNTINGTON PARK

ROLE: Works with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

RECENT PROJECT EXPERIENCE

SANTA ANA SPLASH PADS

Client: City of Santa Ana

The City has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.

CANYON, VILLA PARK & ORANGE HIGH SCHOOLS

Client: Orange Unified School District

DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

VERDUGO NORTH PARK

Client: City of Glendale

The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

WASHINGTON BLVD & I-5 ON RAMP

Client: City of Commerce

The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

HOLLYDALE COMMUNITY PARK

Client: City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.



ERIC STERLING

SENIOR LANDSCAPE ARCHITECT

Mr. Sterling is returning to DVD from a 9-year absence to explore worldly projects. He has 25 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines, various Disney parks, including many award-winning projects.

A benefit to Mr. Sterling's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns. He is a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION

BS, Landscape Architecture, 2001, California State Polytechnic University, Pomona

REGISTRATION: Landscape Architect, California, #5463

SKILLS

Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005-2012 & March 2021 - present

AVAILABILITY: 40%

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

COSTA MESA SANITARY

HEADQUARTERS

Client: Costa Mesa Sanitary District

A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

WOLFSON PARK EXPANSION

Client: City of Rancho Mirage

Working hand-in-hand with the city to deliver a design that meets the communities' expectations, the overall design needed to fit within the parks' existing Victorian style while accommodating new program features.

REFLECTION PARK

Client: City of Desert Hot Springs

The new program includes ADA upgrades, benches, boulders and cobble, new native landscape and irrigation, a reflective monument sign, and a grid of California Fan Palms. The Park will utilize energy efficient night lighting and no turf grass.

WHITAKER ELEMENTARY SCHOOL PARK

Client: City of Buena Park

An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.



SARAH MOON

LANDSCAPE DESIGNER

As an experienced Landscape Designer with over seven years of expertise in project design, Sarah has delivered innovative and unique solutions in design-

build, urban, park, and recreation design. She has a deep understanding of the complex interplay between natural and built environments and can create designs that are both functional and visually appealing.

Sarah's responsibilities as a Landscape Designer include collaborating with clients and other professionals to gather project requirements and creating detailed designs that consider site analysis, environmental factors, and user needs. Some of her notable accomplishments are completing projects within budget and on schedule and maintaining strong relationships with clients and stakeholders. Over the years, she has developed a diverse portfolio of projects ranging from small urban spaces to large public parks and recreation areas. She also has worked on various design-build projects, where she was responsible for overseeing the construction of my designs and ensuring that they meet the project's specifications.

As an experienced Landscape Designer, she is dedicated to staying up-to-date with the latest trends and technologies in the field and is committed to continually improving her skills and knowledge. She is a collaborative team player who works well with architects, engineers, and contractors to achieve the best outcomes for the project.

EDUCATION

- BS. Landscape Architecture, California State Polytechnic University, Pomona, 201x

SKILLS

AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: Dec. 2022 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

AREA Y IMPROVEMENTS

Client: City of El Monte

Designing a one-acre park and paseo with low-impact improvements to promote a healthy lifestyle and strengthening the community through connectivity.

MAS FUKAI

Client: City of Gardena

Refurbishing a park to provide updated recreational opportunities, sustainable improvements, and maintenance upgrades can create a premiere recreational venue that serves the needs of multi-generational patrons.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

JURUPA AVENUE MEDIANS

Client: City of Fontana

We will consider the already developed street medians and the right-of-way along the project corridor to include the aesthetics of the unique neighborhood characteristics.



MICHELLE MALDONADO

PROJECT DESIGNER

As a recent graduate from the landscape architecture program at Berkeley, Ms. Maldonado brings a strong design background. With her knowledge of AutoCAD and SketchUp, as well as her attention to detail and

ability to work well in a team, she is well-suited to assist with the design and planning of various landscape projects, conduct research and gather data, and prepare cost estimates and project schedules. Her strong communication skills will also be an asset when it comes to client meetings and presentations. She has a great sense of responsibility, and she is eager to learn and grow in the field.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2022

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: May 2022 - present

AVAILABILITY: 40%



XITLALI CASARUBBIAS

PROJECT DESIGNER

Ms. Casarubbias has a strong focus on community engagement and creating designs that are versatile and provide a range of services. By engaging with the community to understand their wants and needs,

she aims to create designs that add meaning and value to the space. Her motivation and team-oriented approach will make her an asset to any team and will ensure the success of any project she works on. Her ability to balance the technical and creative aspects of landscape architecture are valuable skills, and her approach to engaging the community in her designs will bring a unique perspective to the team and projects.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2021

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: June 2022 - present

AVAILABILITY: 40%

ROLE: Assist with the design and planning of landscape projects, including site analysis, conceptual design, and construction documents, Conduct research and gather data on site conditions, materials, and regulations, Participate in client meetings and prepare graphics for presentations.

RECENT PROJECT EXPERIENCE

AROVISTA PARK MODERNIZATION

Client: City of Brea

The goal is to create an all inclusive destination park to improve emotional, social, physical, and mental health and where they can explore, discover, relax, and play in a safe and uniquely fun environment.

COSTA MESA SANITARY HEADQUARTERS

Client: Costa Mesa Sanitary District

A turf removal/water conservation project to provide a boldly vibrant native landscape design.

SANTA ANA SPLASH PADS

Client: City of Santa Ana

The City of Santa Ana has the opportunity to re-imagine a portion of six existing parks and plan for new splash pads.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

JURUPA AVENUE MEDIANS

Client: City of Fontana

We will consider the already developed street medians and the right-of-way along the project corridor to include the aesthetics of the unique neighborhood characteristics.



Surender Dewan, P.E., President

EDUCATION: Bachelor of Science, Civil Engineering
Delhi University, 1970
Master of Science, Civil Engineering
University of Washington, 1978

REGISTRATION: Civil Engineer, California
RCE 34559
SWRCB Certified QSD 20924

Mr. Dewan, President of DMS Consultants, Inc., has more than 30 years of professional experience in the design of Public Works projects. Mr. Dewan is responsible for performing and/or coordinating engineering design and other related technical services including project management; preparation of plans, specifications, estimates, design; and evaluation of major municipal projects.

MUNICIPAL PROJECTS

- Euclid Street Roadway Improvements - Fountain Valley
- State College Boulevard Rehabilitation Project - Fullerton
- San Dimas Avenue Improvements - San Dimas
- Hollydale Community Park - South Gate
- Del Amo Boulevard Street Improvements - Cerritos
- Madonna Area Street, Sewer & Water Reconstruction - Fullerton
- San Dimas Wash Trail - Glendora
- Via Verde Reconstruction Project from Covina Hills Street to Puente Street - San Dimas
- Chapman Avenue Rehabilitation Project from Berkeley Avenue to Raymond Avenue - Fullerton
- Bastanchury / Valencia Mesa Bile Path - Fullerton
- FY 2014-15 Street Improvements, Sewer and Water Main Replacement - Fullerton
- Design of Caltrans Curb Ramp Construction Plans, Studebaker Road at State Route 91 - Cerritos
- MacArthur Boulevard Pavement Reconstruction - Newport Beach
- Placentia Avenue Reconstruction - Fullerton
- Big Canyon Reservoir Auxiliary Maintenance Yard - Newport Beach
- Grand Avenue Beautification Project - Diamond Bar
- Covina Boulevard and Cataract Avenue Street Improvement Project - San Dimas
- Kings Road Reconstruction Project - Newport Beach
- Eastbluff Drive Street Rehabilitation Project - Newport Beach
- Seal Beach Boulevard and Lampson Avenue Median Improvement Project - Seal Beach
- Ocean Avenue Street Improvement Project - Seal Beach
- Marquardt Avenue 183rd to Artesia Boulevard Median Improvements - Cerritos
- Jamboree Road Rehabilitation, Ford to San Joaquin and Bristol to University - Newport Beach
- Arrow Highway Street Resurfacing and Restoration Project - San Dimas
- San Dimas Canyon Road, Landscaped Median and Street Restoration Project - San Dimas



DESIGN WEST ENGINEERING

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service.

The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

Each team member is hand-selected to ensure the Design West standard for customer service is upheld and our staff has become known for technical excellence, outstanding communication, and pushing the boundaries of technology. In the end, it is all driven by the same focus: be the very best at serving our clients' needs.

PARK EXPERIENCE

Design West's team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

THE FOUR COMMITMENTS OF CUSTOMER SERVICE

We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it's our job to make sure you don't just like our work, but love working with us.

SUBCONSULTANT

LEO MAYA, PE, LEED AP

Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up our Electrical Department in 2009. Leo's continuing education keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Engineering Management at Arizona State University and holds a CA electrical PE license.

ROY MORALES

Electrical Department Head, Associate

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects, along with municipal projects such as essential service facilities, community buildings, government operations facilities, and aviation buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.

ARCADIO NUNGARAY

Electrical Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.

PROJECT APPROACH

Creating fun, exciting safe, and maintainable play spaces is serious business. David Volz Design's park planning team has extensive experience and expertise in providing outstanding, memorable, accessible park design. Our team is obsessed with the design of play environments that provide outstanding opportunities for play and socializing within a wonderful immersive setting.

The DVD team will work with city-preferred vendors of play equipment or we will suggest some quality vendors we have used in past projects to identify durable, safe and fun equipment that will perform well in your Huntington Park facilities. Our team has worked with most play equipment manufacturers supplying products to Southern California cities. Our team will provide recommendations about specific equipment lines and pieces that would be appropriate and sustainable in your park.

Chesley Park's play area is a small lot with two swings and a play climber. The DVD team will prepare preliminary concepts that offer up to date play opportunities. The DVD team will build upon an initial design workshop with your city staff to inform initial ideas about the rejuvenation of the play space and the potential equipment choices and layout concepts. During initial site reviews, our team will identify path-of-travel routes, impediments, or barriers along these routes and we will map identified ADA deficiencies. Our site maps will be based on site surveys prepared by our survey consultant.

Once our park planning team has an understanding of the city staff program and parameters, we will work with one or more manufacturers to put forward preliminary concept ideas for the park's play space. Graphic illustrations and PowerPoint slides depicting the play spaces and possible equipment options will be prepared for review by your civic leaders and the community.

The DVD design team is adept at presenting design ideas and collecting input at council, commission, and community meetings. We will present the preliminary concepts and the alternative equipment layout opportunities. Upon feedback from those helping to design their park, our design team will work with the selected play manufacture provide final concept plans with full 3D renderings of the new playground layouts and equipment.

Once the concept plans are approved, our team will refocus on providing a construction document package for the improvements. The construction documents will include plans and specifications for the play apparatus replacement, new resilient playground surfacing, and path of travel sidewalk improvements.



Construction cost budgets for the improvements will be provided to the city team at the preliminary concept phase of the planning process. These estimates will be updated as the design matures with formal submittals of construction cost opinions at the final concept delivery and construction document completion phases.

PROJECT PROGRAM

Play equipment specifications:

- Play structures and amenities for 2-5 year olds
- Play structures and amenities for 5-12 year olds
- Multi-bay swing structure for 5-12 year olds
- Mommy and me swing for 2-5 year olds
- Update ADA regulations for playlot and walkway areas

Play equipment specifications:

- Age appropriate with proper signage
- Certificate seal of IPEMA
- Meet ADA accessibility guidelines
- Meet ASTM and CPSC technical standards for playgrounds and resilient surfacing
- Comply with over site agency requirements
- Installed by factory trained/certified installer meet Certified Playground Safety Inspector approval

Permitting and Regulations

- DVD will provide support to the city, maps, technical data to enhance and permit the project for construction
- Environmental mitigation measures including NPQES requirements are not anticipated to be required nor provided for this small refurbishment project
- Environmental clearances/permits are not anticipated to be required nor provided within the services proposed here-in.
- Plans and specifications will comply with public contract



CREATIVE, ALL-INCLUSIVE & MULTI-GENERATIONAL PLAYGROUNDS

David Volz Design creates fantastic, wonder-filled, memorable play lots. Our firm has been widely recognized for delivering outstanding public park play environments that have garnered praise and accolades from local communities.

- Our whale fossil interpretive play space in Laguna Hills has been featured online blogs, local and regional newspapers and national magazines.
- The wagon train and pioneer play environment in Pioneer Park, Tustin, won several regional and state-wide awards, and was selected for a recognition by the National Recreation and Park Association.
- Our Stanton Train Park, Central Park, is featured in the CPRS District Ten Hall of Fame.
- Admiral Kidd Park, an award-winning play space, features kid size replicas of the four boats named for the Admiral. This Long Beach park was a featured stop on the state park operations annual tour of premiere park facilities.

Our play space design philosophy is built on the perspective of a kids-eye-view. Adventure, surprise, familiar and challenging settings, and themes, memorable spaces. Kids may not know the proper name of the park, but they know that there is a special play lot at airplane park, rocketship park, baseball coach park, train park, and tree house park. The goal is to create an immersive environment that will engage guests and create lasting memories.

We recognized the importance of providing for multi-generational intermingling, on the play lot, as caregivers overseeing the play space and for adults a calm, shaded comfortable surveillance spot to enjoy the space at the park. Our play area design reputation has lead to collaborations with all-access advocates and organizations. We have designed several park play environments as the lead landscape architect for Shane's Inspiration.

This work and design workshops with emotionally and physically challenged stakeholder advocates has informed our design perspective on inclusive, accessible, and caregiver insights that influences our play lot design. One of DVD's most recent Shane's Inspiration play lots is located in El Cariso Park, an LA County Park. At this park the interactive multi-story "equipment" is the center piece of an elaborate all access play environment. Access for all is provided within the terraced natural slope of the existing park terrain. There is plenty of seating for caregivers, play pieces that encourage multi-generational, multi-fun seeker collaborative play opportunities. This is a special park, well worth a trip to this Sylmar Community Park.



SUSTAINABILITY & LOW IMPACT DESIGN

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. Our team has extensive experience with Public Works Agencies delivering storm water management practices that mimic natural hydrological cycles. We implement integrated management practices into every project.

Low Impact Design development (LID) is an alternative site design strategy that uses natural and engineered infiltration and storage to control storm water where it is generated. Projects under LIDs design are uniquely site specific in their effort to reduce runoff and volume, reduce pollutants and fertilizers, and maintain pre-development surface temperatures. All of which are problematic for conventional storm water management. Key goals include reducing downstream flooding, erosion, and scour from natural waterways. Benefits of LID practices include cost saving over expensive infrastructure. Utilizing bio-swales and sunken lawns allow for the discernment and infiltration of runoff. Bio-swales offer opportunities for biodiversity utilizing native plant material that can remedy the degradation of native habitats. Additionally, LID aesthetics can enhance and beautify the built environment and landscapes by use of pervious pavers and alternative natural paving materials.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design. Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, stormwater recycling plans are embraced and integral to our designs. On-site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Low Impact Design Benefits

- Reduce runoff/reduce flooding
- Reduce pollutants & fertilizer
- Reduce sediment runoff & scour
- Improved infiltration ground water recharge
- Cost savings over conventional design
- Biodiversity in the urban habitat
- Streamlined design functionality
- Aesthetics

Low Impact Design IMPs

Non-Structural:

- Reduced impervious areas
- Disconnect from conventional storm water systems
- Reduce disturbed areas of development
- Minimize grading/reduce construction impacts
- Preserve natural drainage and vegetation

Structural:

- Bioretention including vegetated swales and bio-swales
- Permeable pavements
- Green roofs
- Cisterns / Recycling

Storm Water Retention & Cleaning



SCOPE OF SERVICES

David Volz Design proposes to provide the following design services to the City of Huntington Park for the Chesley Park Improvement Project. Our team is well versed in the development and delivery of improvement plans for refurbishment of existing playlot facilities. DVD will develop plans to define the limits of improvements and then prepare construction documents for the approved concept plan. The following services are proposed:

TASK 1 – PROJECT INITIALIZATION

- 1.01 Kick-off meeting with City staff
 - a. Review project criteria and program objectives
 - b. Budget verification
 - c. Schedule verification
- 1.02 Site topographic survey
 - a. Map of playlots and path of travel area
- 1.03 Background Research
 - a. Collect available data and maps
 - b. Review preliminary project program
 - c. Conduct site walk
 - c. Review initial opportunities
 - Identify opportunities and constraints
 - Identify surrounding uses and connections

MEETINGS & DELIVERABLES

- Kick-off and Scoping Meetings (2)
- Site topographic map

TASK 2 – CONCEPTUAL DESIGN (30%)

- 2.01 Preliminary concept plan
 - a. Coordinate with City staff to refine park playlot character
 - b. Develop and refine rubber surfacing design
 - c. Obtain product literature from manufactures
 - d. Provide concept design layouts, equipment choices
 - e. Package preliminary design for City staff review
- 2.02 Staff review meeting (1)
- 2.03 Finalize Conceptual Designs
 - a. Update preliminary design based on City staff comments
 - b. Coordinate with play equipment manufacturer to



generate 3D rendering of the play space

2.04 Prepare analysis of construction cost

2.05 Presentation to Staff and City Council
a. Present conceptual design
b. Document findings and direction

MEETINGS & DELIVERABLES

- Preliminary concept plan package
- Staff review meeting (1)
- Estimated construction cost
- Final Concept Design Package
- Presentation to staff or civic leaders

TASK 3 – CONSTRUCTION DOCUMENTS (75%)

3.01 Staff scoping review meeting (1)
a. Schedule verification
b. Program review and verification

3.02 Prepare Construction documents (75%)
a. Finalize base design incorporating survey
b. Prepare demolition, removal plan
b. Prepare play lot renovation, initialization plans
c. Prepare hardscape, ADA repair plans and details for path of travel
f. Prepare project specifications
g. Prepare construction cost budgets

3.03 Staff review meeting (1)

3.04 City Review Process Submittal
a. Update probable construction cost
b. City staff review of work-to-date

MEETINGS & DELIVERABLES

- Staff scoping review meeting (1)
- Staff review meeting (1)
- Construction Document package, specifications & estimated construction cost (75% submittal)

TASK 4 – FINAL CONSTRUCTION DOCUMENTS (100%)

4.01 Staff review meeting
a. Schedule verification
b. Program review and verification

4.02 Final Construction Documents (100%)
a. Updated and finalize documents based on City comments
b. Update technical specifications
c. Update probable construction cost
d. Package and deliver for city plan check

MEETINGS & DELIVERABLES

- Staff review meeting (1)
- Final Construction Document package, specifications & estimated construction cost (100% submittal)

TASK 5 – BIDDING SUPPORT & CONSTRUCTION PERIOD SERVICES

5.01 Bidding Support Services
a. Preparation of addenda
b. Provide responses for information / clarification
c. Bid review
d. City staff support

5.02 Construction Period Services
a. Prepare responses to requests for information
b. Review and reply to submittals
c. Attend pre-construction meeting (1)
d. Attend construction meetings and prepare summaries (2)
e. Review change order requests and provide opinion

MEETINGS & DELIVERABLES

- Attend pre-construction meeting (1)
- Construction meetings (2) total with on-site observation
- Final walk meeting and Letter of Substantial Competition

SCHEDULE & SCHEDULE CONTROL

WORK PLAN

Our staff will work with you and your team to maintain the project schedule. Maintaining a project schedule means understanding the strength of a team and necessary lead time to accomplish interdisciplinary projects. For example, base sheets need to be progressed sufficiently prior to Civil design. Similarly, lighting can be refined in concept design and refined at 30% construction documents.

Documenting scope and understanding realistic timelines takes experience. The most important tool in maintaining progress is weekly meetings internally with the design team to establish goals and milestones. Communication with city staff is also essential to ensure input is received and clear direction is passed along to consultants. Our team including our trusted consultants DMS Consultants, have a proven track record of establishing and adhering to project schedules.

	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER					
	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Scope of Services																						
Task 1 - Project Initialization																						
Task 2 - Conceptual Design (30%)										30%												
Task 3 - Construction Documents (75%)															75%							
Task 4 - Construction Documents (100%)																				100%		
Task 5 - Bidding Support & Construction Period Services																						

Work effort

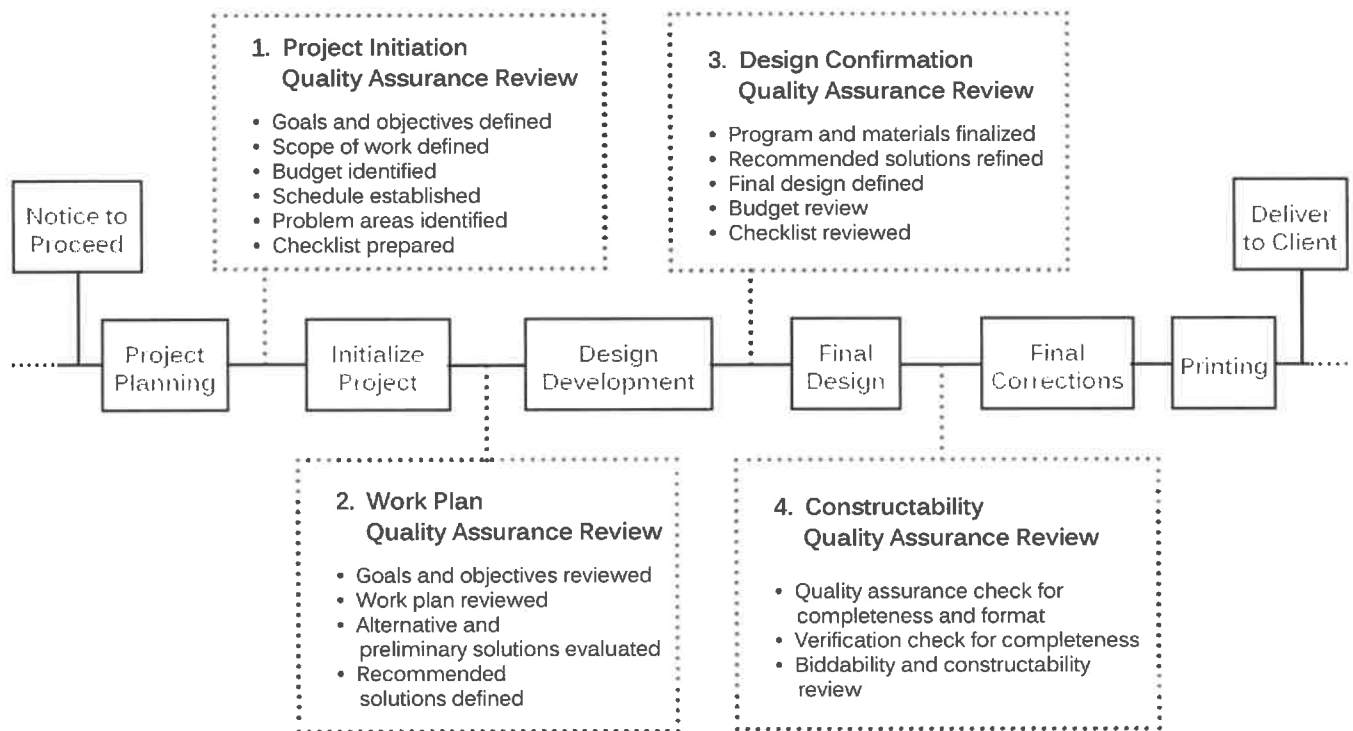
Milestone

City review

QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.



WHY CHOOSE DAVID VOLZ DESIGN?

Creative
Designers of
Public Spaces

Cost Controls
and Quality of
Design with Rich
Detailing

Online Public
Outreach Expertise
Community
Inspired Park
Design

Award Winning
Park and Sports
Field Design

Experience
in Delivery of
Projects

APPENDIX

July 11, 2023

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

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE FOR PLAYGROUND
EQUIPMENT DESIGN SERVICES FOR CHESLEY PARK (CIP 2022-09)

Dear Mr. Roldan,

We are looking forward to working with the City of Huntington Park. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

FEE PROPOSAL

We have the knowledge and expertise to creatively take this project from start to finish, from design development through final, construction engineering and construction. We have provided similar services on hundreds of communities defining projects for cities throughout Southern California. We have a very creative team and our desire to be your City's design partner will be evidenced in our energy and enthusiasm every step of the way.

Scope of Services

Task 1 - Project Initialization

Task 2 - Conceptual Design (30%)

Task 3 - Construction Documents (75%)

Task 4 - Construction Documents (100%)

Task 5 - Bidding Support & Construction Period Services

DMS - Civil Engineering

DWE - Electrical Engineering

Reimbursable expenses, printing, copying, postage, etc.

PR	SLA	LD	PD	AD	Total	Fee
\$230	\$175	\$140	\$120	\$110	Hrs	
1	2	2		2	7	\$ 1,080
	20	8	2	1	31	\$ 4,970
1	8	24	24	2	59	\$ 8,090
	2	8	8	1	19	\$ 2,540
	16	4	1	2	23	\$ 3,700
2	48	46	35	8	139	\$ 20,380
						\$ 11,385
						\$ 6,475
					Estimate	\$ 1,000

TOTAL PROPOSED DESIGN FEE \$ 39,240

ASSUMPTIONS

1. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
2. See the subconsultant proposals attached for proposed services and additional excluded services.
3. Addition to the above the services and fees will be required if construction exceeds the **twelve consecutive calendar months**. Construction period service will require more fees if construction exceed the length of construction previously mentioned.
4. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
 - Printing, copying, scanning, graphic, photography and reproduction services
 - Delivery, shipping and courier charges
 - Subconsultant fees and expenses
 - Agency fees, permits, plan check and inspection fees
5. The reimbursable allowance will only be billed as-needed.
6. Payments are due within **30 days** from invoice date.
7. The rates shown are subject to periodic increases, including January 1st of each year, in accordance with any increase in the Consumer Price Index or other equal to cost index.

HOURLY RATES SCHEDULE

Principals	\$230/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Landscape Architect	\$160/hr
Plan Check	\$160/hr
Senior Landscape Designer	\$155/hr
Senior GIS Analyst	\$155/hr
Landscape Designer	\$140/hr
GIS Analyst	\$140/hr
Project Designer/CADD Technicians I, II, III	\$110, 120, 130/hr
GIS Technicians I, II, III	\$110, 120, 130/hr
Administration	\$110/hr



ITEM 8



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-13 CITY HALL & POLICE DEPARTMENT ROOF REPAIRS AND REPLACEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2022-13 City Hall & Police Department Roof Repairs and Replacement contract plans and specifications for bidding purposes; and
3. Authorize staff to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

It was apparent during the recent rain events that there was a need to repair the roofs at City Hall and the Police Department. Architectural features are integral to the aesthetics of City Hall and the Police Department. It is important to replace the ceramic tile and roof foundations with structurally sound material that is consistent with the overall look of the civic center. At the May 16, 2023 City Council meeting, the City Council awarded the design of CIP 2022-13 City Hall & Police Department Roof Repairs and Replacement.

Contract plans and specifications are completed in accordance with the latest adopted versions of the Building Code and is consistent with the City's procurement and

CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-13 CITY HALL & POLICE DEPARTMENT ROOF REPAIRS AND REPLACEMENT

July 18, 2023

Page 2 of 3

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 contract plans and specifications 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:	July 28, 2023
Request for Information Deadline:	August 17, 2023 by 5:00 PM
Release of Information Requested:	August 21, 2023 by 5:00 PM
Bid submittal due date:	August 30, 2023 at 2:00 PM
Tentative City Council Award date:	September 5, 2023

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 and the City's Municipal Code Title 2 Administration, Chapter 5 Purchasing System, Section 2-5.12 Formal bid procedures.

Once the City Council approves the publishing of the NIB, the City Clerk will publish the notice in a local newspaper of general circulation and staff will post the contract plan and specifications on the City's website.

ENVIRONMENTAL IMPACT

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment and are declared to be categorically exempt from the requirement for the preparation of environmental documents.

In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Therefore, in accordance with Section 15301 (c), staff has determined that CIP 2022-13 City Hall & Police Department Roof Repairs and Replacement Project is considered categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of

**CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP
2022-13 CITY HALL & POLICE DEPARTMENT ROOF REPAIRS AND REPLACEMENT**

July 18, 2023

Page 3 of 3

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

Actual construction costs are not known until bids are received. The exact amounts will be provided at a future council meeting once construction bids are received and thoroughly vetted.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Contract Plans & Specifications

ATTACHMENT "A"

Attachment 1

CIP 2022-13 Design Roof Repairs at CH & PD
Contract Plans & Specifications

Contract plans and specifications for this project are available at

City of Huntington Park
City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255



NOTICE OF EXEMPTION

To: X County Clerk, County of Los Angeles
12400 East Imperial Highway, Room 2001
Norwalk, CA 90650

____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

From: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Project Title/File No.: CIP 2022-13 Roof Repairs at City Hall & Police Department

Project Applicant: City of Huntington Park

Project Location: 6550 Miles Avenue and 6542 Miles Avenue, Huntington Park, CA 90255

Project Description: Project consists of removing/replacing and repairing the clay tile roofs

Name of approving public agency: City of Huntington Park

Project Sponsor: City of Huntington Park Public Works Department

Exempt Status:

- ____ Ministerial (Sec. 21080 (b)(1); 15268);
____ Declared Emergency (Sec. 21080 (b)(3); 15269(a));
____ Emergency Project (Sec 21080 (b)(4); 15263 (b)(c));
X Categorical Exemption. State type and section number: 15301 Class 1, Existing Facilities
____ Statutory Exemptions. State code number: _____
____ other: _____

Reason(s) why Project is exempt: The project is categorically exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act due to the fact that the proposed improvements will be performed on existing City streets. Project will not pose any negative impacts to the surrounding area or the environment.

Lead Agency/Contact Person: Steve Forster **Telephone Number:** (323) 584-6392

Signature: _____ **Date:** 7/19/2023 **Title:** Community Development Director

Date received for filing and posting: _____

ITEM 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to design CIP 2023-01 SB1 Street Enhancement Project; which is part of the City's annual commitment to Senate Bill 1, the Road Repair and Accountability Act of 2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of May 2, 2023, the list of streets eligible for resurfacing under Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, were presented to the City Council for approval. SB1 funds partially finance the cost to design, construct and manage the project. SB1 eligible projects are part of an annual program to treat pavement on various residential streets throughout the City. The street segments were selected and prioritized utilizing the City's Pavement Management System. The design scope of work includes preparing plans, specifications and engineer's estimate (PS&E) in preparation for the solicitation of bids from professionally licensed paving contractors.

The following streets were chosen to be resurfaced.

Street Name	Beginning Location	Ending Location
Malabar Street	Slauson Avenue	Randolph Street
Rugby Avenue	Cul-de-sac (North)	Randolph Street
Middleton Street	Cul-de-sac (North)	Randolph Street
Belgrave Avenue	Santa Fe Avenue	Pacific Boulevard

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

July 18, 2023

Page 2 of 3

Engineering support from an outside consultant is necessary to accomplish the design and construction management of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design and construction management services for the project.

The following is a tentative schedule:

RFP ISSUED	July 21, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 9, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 14, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 23, 2023
TENTATIVE CITY COUNCIL AWARD DATE	September 5, 2023
APPROXIMATE NOTICE TO PROCEED DATE	September 11, 2023

LEGAL REQUIREMENT

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

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

FISCAL IMPACT/FINANCING

The roadway segments listed intend to use a combination of Maintenance of Effort (MOE) funds (\$1,137,529) and SB 1 RMRA funds (approximately \$1,000,000), which have been made available by the Local Streets and Roads Funding Program and meets the intent of the funding as indicated in SHC Section 2030(a) and the 2023 Local Streets and Roads Funding Program Reporting Guidelines. The estimated total project cost for the design, construction and management/oversight of the project is \$2,137,529. Once the design is completed, staff will present a more concise budget cost to the City Council for consideration and approval.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF
CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT**

July 18, 2023

Page 3 of 3

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. SB1 CIP 2023-01 Street Enhancement Project - RFP

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Design Services for
SB1 Street Enhancement Project (CIP No. 2023-01)
FISCAL YEAR 2023-24**

PROPOSAL DUE DATE: AUGUST 23, 2023 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpca.gov

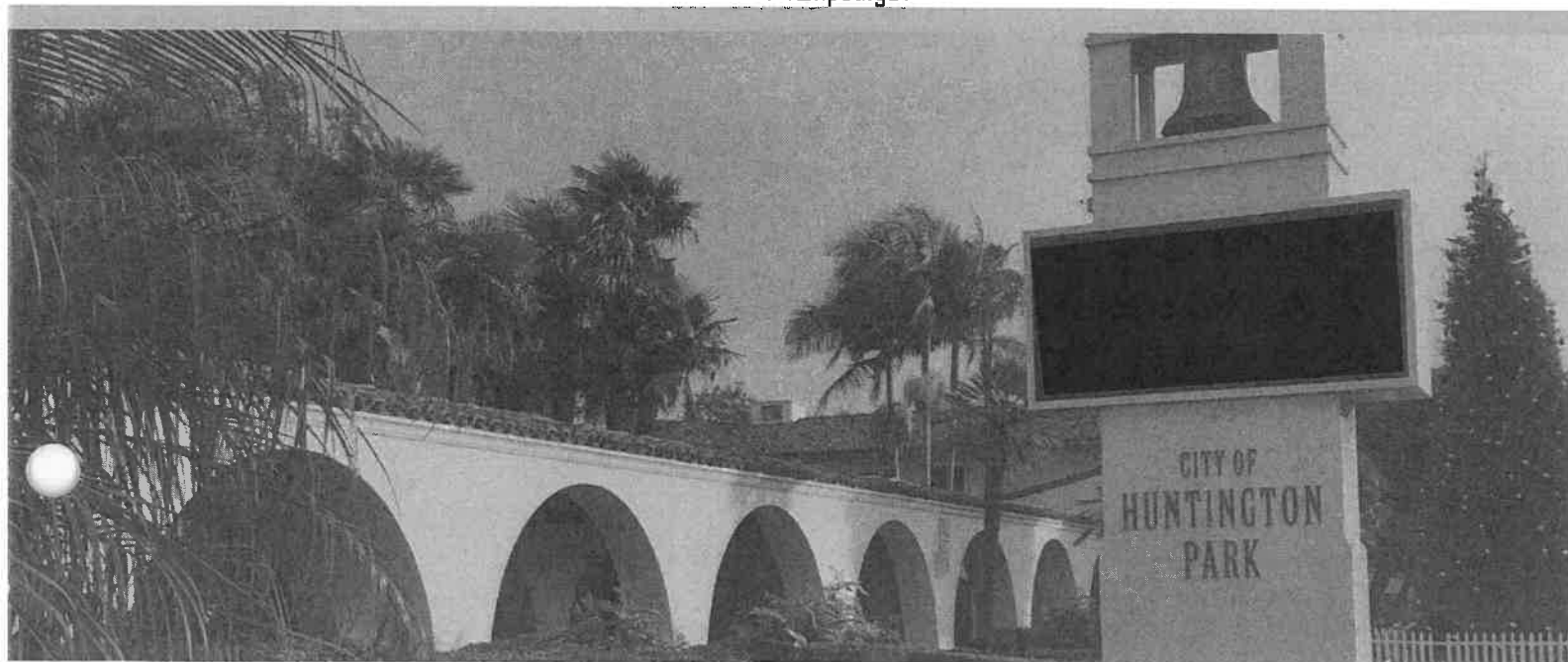


Table of Contents

1. INTRODUCTION2

2. OVERVIEW3

3. SCOPE OF SERVICES.....3

 A. Task 1 – Conduct Field Review and Surveys.....2

 B. Task 2 – Prepare Design Plans for Construction3

 C. Task 3 – Project Specifications at 30%, 65% and 100% Submittal.....3

 D. Task 4 – Construction Estimate3

 E. Task 5 – Permitting and Regulations4

 F. Task 6 – Construction Management (CM) Support Services4

4. KEY PERSONNEL5

5. CITY’S STANDARD PROFESSIONAL SERVICES AGREEMENT5

6. INSURANCE REQUIREMENTS5

7. EVALUATION CRITERIA.....6

8. SELECTION PROCESS6

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....6

10. FEE.....9

11. QUESTIONS REGARDING THIS RFP.....9

12. PROPOSAL SUBMITTAL PROTOCOL.....9

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION ... 10

1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for engineering design services for the preparation of plans, specifications, and cost estimates (PS&E), geotechnical reporting, surveying and related construction documents for the **SB1 STREET ENHANCEMENT PROJECT (CIP No. 2023-01)**. The plans and cost estimates will be comprehensive for all improvements imposed on the approved **SB1 STREET ENHANCEMENT PROJECT (CIP No. 2023-01)**.

2. OVERVIEW

The City is looking to perform street enhancements using Senate Bill 1, the Road Repair and Accountability Act of 2017, (SB1) funding to treat pavement on various residential streets throughout the City. Pavement rehabilitation recommendations from the consultant will be incorporated into the contract documents after discussion with City staff. The scope of work includes developing pavement rehabilitation recommendations for incorporation into contract documents. Contractor will develop the plans, specifications and estimate (PS&E) package and is tasked with reviewing submittals prepared by the contractor for pavement related items in accordance with City/State standard specifications and for providing construction support in the form of identifying locations for base repair during construction and responding to requests for information by the contractor in relation to any pavement design issues that may arise during construction (such as encountering unforeseen conditions like unsuitable road base). Design firm is responsible to field verify existing conditions and must obtain a Geotechnical firm to test the subbase of each of the streets. Physical improvements will include but not be limited to the construction improvements of damaged, lifted, broken, raised curbs, gutters, cross gutters, removal and replacement of non-compliant ADA pedestrian ramps, adjustment of existing utilities to finish grade, pavement markings and striping, signage, isolated areas of roadway structural section repair, asphalt concrete pavement grinding, and overlay. The range of services include, but are not limited to, geotechnical, surveying, preliminary and final engineering design, cost estimation and bidding and construction support services.

The following street segments were selected and prioritized utilizing the City's Pavement Management System:

Street Name	Beginning Location	Ending Location
Malabar Street	Slauson Avenue	Randolph Street
Rugby Avenue	Cul-de-sac (North)	Randolph Street
Middleton Street	Cul-de-sac (North)	Randolph Street
Belgrave Avenue	Santa Fe Avenue	Pacific Boulevard

This project is subject to Greenbook standards and Public Contracting Code procurement requirements.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of public works street improvement projects. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **January 15, 2024** and immediately thereafter advertise, bid, and award a construction contract.

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

A. Task 1 – Conduct Field Review and Surveys

- Field reviews will include engineering and geotechnical reviews. Existing manholes and utility covers/boxes within the impacted repair limits will be identified during field reviews and will be shown on the plans. Consultant shall set aerial control, perform flyover and generate aerial topography (topographic base map). Research, Survey, and Base map Preparation.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Traffic Control Plans will be prepared and will be described in the specifications, with reference to MUTCD and WATCH Manual.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:
October 31, 2023 – 30% submittal
November 30, 2023 – 65% submittal
December 29, 2023 – 95% submittal
January 15, 2024 – Final 100% submittal

B. Task 2 – Prepare Design Plans for Construction

- Perform Utility Research/Other Research and Coordination. Conduct required surveys/design surveys and prepare detailed base map for use in developing design plans. Prepare and send out Utility Notices.
- Design Engineer must contract a company to video the City's mainline sanitary sewer on the streets to be resurfaced and make recommendations to remove and replace, Cure in Place (CIP) relining or upsize. If the mainlines are structurally sound and there

is no evidence of potential overflows, then the decision will be to leave the sanitary sewers alone.

- In summary this task shall include the following services:
 - Upon completion of Base Map, conduct second scoping meeting with City to discuss any deviation from initial scoping meeting / approved Conceptual Plan that may be required based on information obtained during Task 1.
 - Design Services shall follow and include Schedule and Schedule Control. Allow a minimum of one (1) week for each City review. Plans shall be submitted at the following stages of completion for City review and comment: 30%, 65%, and 95% (Final).

C. Task 3 – Project Specifications at 30%, 65%, 95% and 100% Submittal

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must be including a measurement clause and a payment clause.

D. Task 4 – Construction Estimate

- Prepare and Engineer's construction estimate for the designed Project at 65%, 95% and 100% submittal. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

E. Task 5 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.

SB1 Street Enhancement Project (CIP No. 2023-01)

- Provide a signed check off list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- The consultant and its subconsultants shall comply with Public Works Greenbook in the preparation of full, complete, and accurate PS&E.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:
 - 2 - Scoping/Kick off
 - 2 - Stakeholders/Final Design
 - 1 - City Council
 - 5 - City Staff
 - 1 - Preconstruction
 - Weekly/Biweekly meetings with contractor. Number of meetings TBD. Must be part of construction manager's and inspector's time allocated towards the oversight of the project.

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

- Expertise, Experience and Training Plus Prior Contracting History (40%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (35%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (15%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

number of the person authorized to represent the consultant and shall include the following Statement:

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

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

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 2-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed

for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past 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.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 5 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 5, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside “**SB1 STREET ENHANCEMENT PROJECT (CIP NO. 2023-01)**” and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, AUGUST 9, 2023**. In response to all questions received by this date, City will issue an Addendum no later than **5:00 PM, August 14, 2023** prior to the proposal submittal due date. All vendors are responsible to frequently inspect the City’s website and download all applicable documents associated with this RFP and sign all addendums and submit with the proposal.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, AUGUST 23, 2023** to:

City of Huntington Park – City Clerk’s Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	July 21, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 9, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 14, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 23, 2023
TENTATIVE CITY COUNCIL AWARD DATE	September 5, 2023
APPROXIMATE NOTICE TO PROCEED DATE	September 11, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE 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 operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) 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 assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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

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

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

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

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

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

- 2.10 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 **CONFLICTS OF INTEREST:** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 **PERSONNEL:** CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 **OWNERSHIP OF WRITTEN PRODUCTS:** All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 **CITY RESPONSIBILITIES:** During the term of this Agreement, the CITY shall:

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

- 4.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

V.
INDEMNIFICATION

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

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

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY 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 indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C 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 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

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

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

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

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

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

- 7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

- 7.23 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 7.24 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 7.26 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - **\$1,000,000** per occurrence and **\$2,000,000** general aggregate;
 - **\$2,000,000** per occurrence and **\$4,000,000** general aggregate; or
 - Other: _____for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **\$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

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

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

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

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

Insurance Company Name(s)

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

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: Agent or Broker Name & Address

INSURED: Insured Name & Address

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.

OVER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. PERIOD (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMSMADE ☒ OCCUR		Policy Number	Current Policy Period		GENERAL AGGREGATE \$2,000,000 MED. EXP. (any one person) \$1,000,000 PERSONAL & AUTO INJURY \$500,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOUND AGG. \$1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTO ☐ NON-OWNED AUTO ☐ AUTO ONLY		Policy Number	Current Policy Period		COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (per person) \$100,000 BODILY INJURY (per accident) \$100,000 PROPERTY DAMAGE \$10,000
	☐ UMBRELLA LIAB. ☐ EXCESS LIAB. ☐ MED. EXP. ☐ CLAIMS-MADE		Policy Number	Current Policy Period		GENERAL AGGREGATE \$1,000,000 BODILY INJURY (per person) \$100,000 BODILY INJURY (per accident) \$100,000 PROPERTY DAMAGE \$10,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISION FOR THE REDUCTION OF CLAIMS IS UNLAWFUL Mandatory in NH Type description under SUBSCRIPTIONS OF OPERATIONS below		Policy Number	Current Policy Period		Each Accident \$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: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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

CG 20 12 04 13

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Page 1 of 1

ITEM 10



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC. TO DEVELOP AND CONTINUE TO HOST VARIOUS APPLICATIONS AND GEOGRAPHIC INFORMATION SYSTEM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the professional services agreement with Nobel Systems, Inc. for the development and continuous hosting of the various City applications (Apps) and Geographic Information System (GIS) for a three (3) year-period with the option of two, one-year extensions for a not-to-exceed amount of \$104,783.33 in FY 2023-24 and each subsequent year thereafter at \$106,000 per year;
2. Payable from the FY 2023-24 budget utilizing Account No. 111-8010-415.56-41 (\$93,600) and Account No. 111-8030-461.56-42 (\$11,183.33); and
3. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 18, 2018, the City Council approved a purchase order for the annual subscription of a GIS database with Nobel Systems, Inc. (Nobel). Nobel is a software engineering company that specializes in assisting local municipalities with developing and hosting its data and enhancing their software application processes. Additionally, Nobel created the Citizen's App which allows community members to create a work order and inform the Public Works Department of pending concerns. The public accesses the Citizen App via their cell or other electronic devices. Service requests can be made as part of the annual subscription with no additional fees incurred for additional departmental service tasks.

Another integral part of the App network was the introduction of the parking App that integrates with the existing T2 Systems' pay stations, which allows patrons to find available parking spaces in the downtown business district along Pacific Boulevard. The

CONSIDERATION AND APPROVAL OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS INC. TO DEVELOP AND CONTINUE TO HOST VARIOUS APPLICATIONS AND GEOGRAPHIC INFORMATION SYSTEM

July 18, 2023

Page 2 of 3

mobile app was developed to assist motorists find open spaces in a more efficient manner. This App removes the guess work and frustrations normally involved in finding an available parking space in the downtown area.

LEGAL REQUIREMENT

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

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

In this case, the City has an existing relationship with Nobel. Nobel offers a customized approach to providing this specialized service. City staff believes Nobel will be able to provide this specialized services at a rate that ensures the best value and service.

Additionally, the Huntington Park Municipal Code includes an exceptions to the RFP process where the vendor is the only source of the service (HPMC Section 2-5.14.). Here, City staff recommends the award of the professional services contract to Nobel relying upon the Huntington Park Municipal Code's sole source exception. Notably, per this code *“Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases.”* The City believes Nobel Systems meets the following criteria: **1)** Only one known source that can provide the commodity or service, **2)** Unique source (commodity/service is unique/special in nature), and **3)** Compatibility (e.g., a public safety agency requiring a specific piece of equipment to be compatible with an existing equipment system).

FISCAL IMPACT/FINANCING

Staff recommends approving the cost proposal of \$104,783.33 payable from the FY 2023-24 budget utilizing Account No. 111-8010-415.56-41 (\$93,600) and Account No. 111-8030-461.56-42 (\$11,183.33).

CONCLUSION

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

Respectfully submitted,

CONSIDERATION AND APPROVAL OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS INC. TO DEVELOP AND CONTINUE TO HOST VARIOUS APPLICATIONS AND GEOGRAPHIC INFORMATION SYSTEM

July 18, 2023

Page 3 of 3



RICARDO REYES
City Manager



Cesar Roldan
Director of Public Works

ATTACHMENT(S)

1. Nobel Systems, Inc. Professional Services Agreement

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT
NOBEL SYSTEMS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **18th of July, 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") Nobel Systems, Inc. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on July 18, 2023, the CITY entered into a Professional Services Agreement (the "Master Agreement") with Nobel Systems, Inc. for the Development and Hosting services for several Apps; 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 July 18, 2023.

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"**, (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all

labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 1.2 **TERM:** This Agreement shall have an initial term of three (3) years, with two, one year extension commencing from the Effective Date (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be terminated by the CITY upon the issuance of written notice thirty (30) days in advance of its intent not to continue with the Work. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$104,783.33 for FY 2023-2024, and each subsequent fiscal year at \$106,000 per year. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY MANAGER within his/her allowable spending authority. Spending beyond the City Manager's spending authority requires CITY COUNCIL approval. 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:** Annually, the CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar year, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's annual compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge.

CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Michael Samuel** 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 understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTs and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) 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 assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable

law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

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

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

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;

- 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. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 3.2 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted

by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTs, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or

tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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

disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Nobel Systems, Inc.
436 East Vanderbilt Way
San Bernadino, CA 92408
Attn: Michael Samuel,
President
Phone (909) 963-0787
Fax (909) 890-5912

CITY:

City of Huntington Park
CITY MANAGER'S OFFICE
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes,
City Manager
Phone: (323) 582-6161

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation

subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

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

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist

threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

- 6.23 BUSINESS LICENSE AND W9: A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first payment.

[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:

NOBEL SYSTEMS, INC.

By: _____
Ricardo Reyes
City Manager

By: _____
Michael Samuel
President

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman,
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

Exhibit A

Minimum Hardware:

The GeoViewer cloud applications do not require any server infrastructure. Since the GeoViewer Mobile application only works on iOS at this time, field crews will require Apple iPhones or iPads. GeoViewer Desktop application will require Internet Explorer version 11+ at the minimum, and will work on all major browsers, including IE Edge, Google Chrome, Mozilla Firefox.

Nobel has always researched and sought to use the latest and greatest technologies to provide better service to our customers. For this reason, Nobel Systems set out on an extensive R&D effort and decided to shift to the MapBox to host the data. Nobel Systems uses powerful NodeJS servers and utilizes the technologies of top cloud service providers (AWS and Google) and has branched out into the new Internet of Things Space. All these efforts resulted in a dramatic improvement of speed, performance, and overall efficiency of our applications. We are constantly researching and will develop newer tools every month.

The City will have unlimited licenses/users to access GeoViewer Online and GeoViewer Mobile as a part of this agreement.

- **Interface:** The system is intuitive, user friendly and graphically oriented so that it could be used by anyone without prior training in GIS
- **Performance:** Quick load of data that averages to less than 5 seconds load and/or refresh time for large datasets such as aerial photographs
- **Flexibility & Scalability:** The system could be easily customized to accommodate the present and future needs of any client
- **Reliability:** Our hosting services and application (GeoViewer Online) are available 24 hours a day and seven days a week (24/7)
- **Accessibility Control:** Access to the application and user rights are protected by password; public (password-free) access to selected or all GIS data layers could be provided, if desirable
- **IT Friendly:** Our GeoViewer Online requires basic IT knowledge and computer technical specifications to install, maintain and update –if hosted in client’s servers
- **Free of Proprietary or Third-Party Software:** It does not require any third party or proprietary software on the client–end (user).

Industry Best practices and platform:

The GeoViewer approach to this objective is quite simple. GeoViewer offer an easy-to-use, intuitive interface to Geographic Information Systems that provides the casual user with the ability to access the information they need with little or no formal training.

The main objectives of the system include,

- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive Water atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with water system infrastructures.

The GeoViewer was designed with the following assumptions in mind:

- Casual GIS users want fast, easy access to relevant information.
- Casual GIS users do not have the time or desire to learn about topology, Shapefiles, ARC/INFO, theories of GIS, etc.
- Casual GIS users do not want to have to add themes, assign colors, change theme properties, etc.

- Casual GIS users do not want to be bothered with the task of doing map composition. They would much rather print their maps with a standardized template.
- Casual GIS users do not typically need to make large maps themselves and are perfectly happy printing an 8 1/2 by 11 map on a laser or ink jet printer. For the more advanced users, GeoViewer Online Supports multiple paper sizes that is only restriction is the clients printing device.
- Casual GIS users' needs are simple -- They need GeoViewer
- The GeoViewer is a robust and easy to use Enterprise Geographic Information Interface. The GeoViewer is extremely flexible and can be tailored to any dataset.

We at Nobel Systems strongly believe that the functionality provided by GeoViewer will satisfy the needs of the City. The list of features provided by GeoViewer includes but not limited to:

Standard GeoViewer Features:

- Standard map navigation including pan, zoom in and zoom out, full extent
- Layer Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and:
- Find features within a specified distance and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases
- Hyperlink scanned documents to features for easy retrieval.
- GPS location
- Legend and Search Option for Parcels, Valve Number etc.

Nobel Systems has customized the application to include the following:

- Water facilities
- Sewer facilities
- Recycled Water facilities
- Storm facilities
- Electric facilities
- Easement GIS database
- Parcel and Street Landbase
- Other Huntington Park GIS layers
- Scanned Asbuilt Maps linked to Assets

GeoViewer Mobile:

By leveraging the latest smart-map and synchronization technology, Nobel's GeoViewer Mobile' is easy to use and was designed to streamline field workflow processes to help manage day-to-day operations. GeoViewer Mobile's advanced technology allows field staff to view, analyze and collect data, online or offline without ever having to worry about impractical syncing procedures. GeoViewer Mobile extends smart map technology beyond the office and provides staff with real-time data to make accurate decisions and collaborate in both office and field environments. Nobel understands the value of mobile mapping to organizations needing immediate access to real-time information, regardless of location, and offers a range of tools that help your staff make informed decisions in the field. GeoViewer is accessible on any device, providing unparalleled service to staff on the go or working in the field. GeoViewer Mobile integrates with existing ERP business systems, SCADA, CMMS, CIS, GPS, LIMS, CCTV, and other enterprise systems. Manage information ranging from open work orders from CMMS to viewing latest SCADA measurements on telemetry equipment.



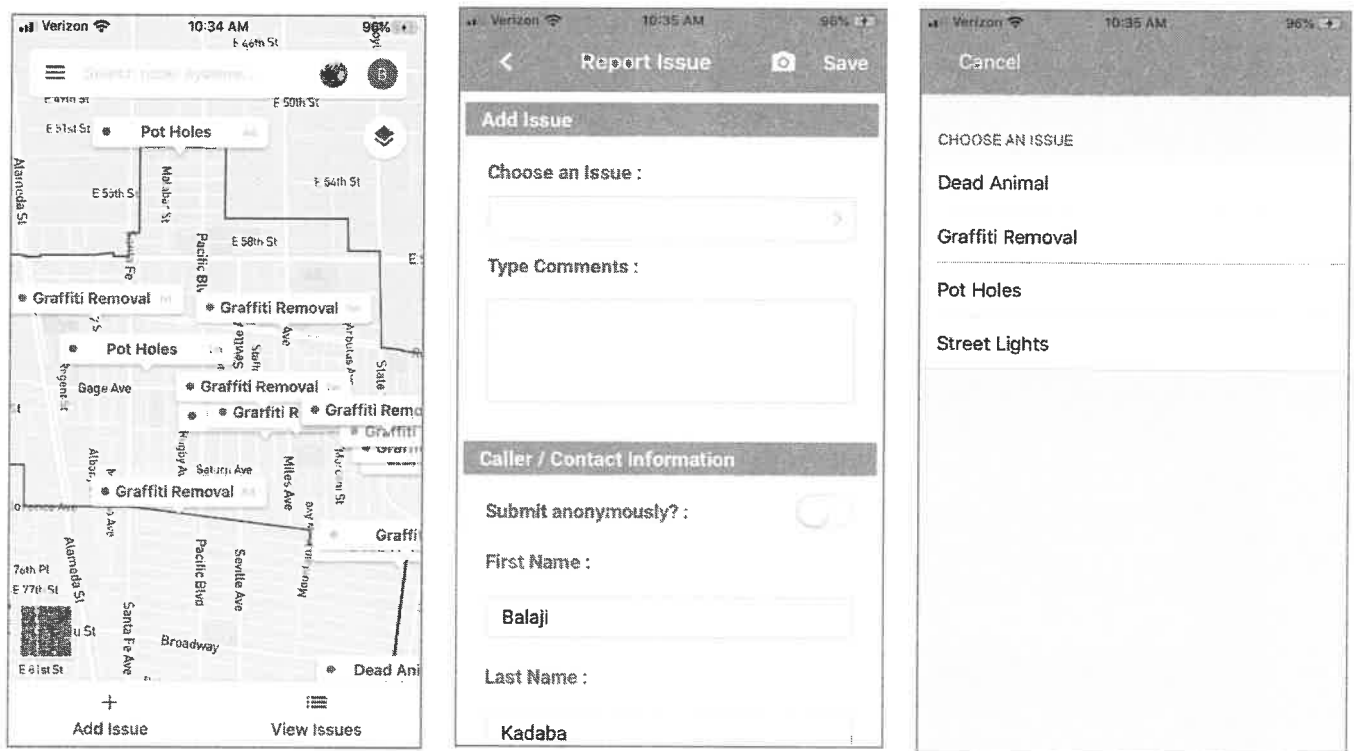
Powerful Functionality:

- Online/Offline Work Modes
- Search, Display, Redlining, Bookmarks, Pan, Zoom
- Identify & View Object Locations & Asset Data
- View Customer Data, Work History, Service Calls, As-Built De-sign Drawings, and more
- Process Driven Modules for Daily Field Work Order, Inspections and Condition Assessment data collection
- Integrated GPS & Camera for Field Data Collection & Stream-lined GIS Updates
- Custom GeoViewer Modules available for USA Dig Alert, Work/Service Order Management, Valve Isolation Analysis, Leak Data Collection and Hydrant Flushing data collection
- City can view the data that were collected in the field through iPad and generate the reports by using GeoViewer online application.

Citizen App:

One of the biggest objectives of the City when dealing with Geographic Information Systems is to be able to make that information available to the Public user/viewer. Making GIS data available to casual users is very important. In many organizations the "non-GIS people" are the ones who can use it the most. Easy access to geographic information can save time and money for many types of organizations.

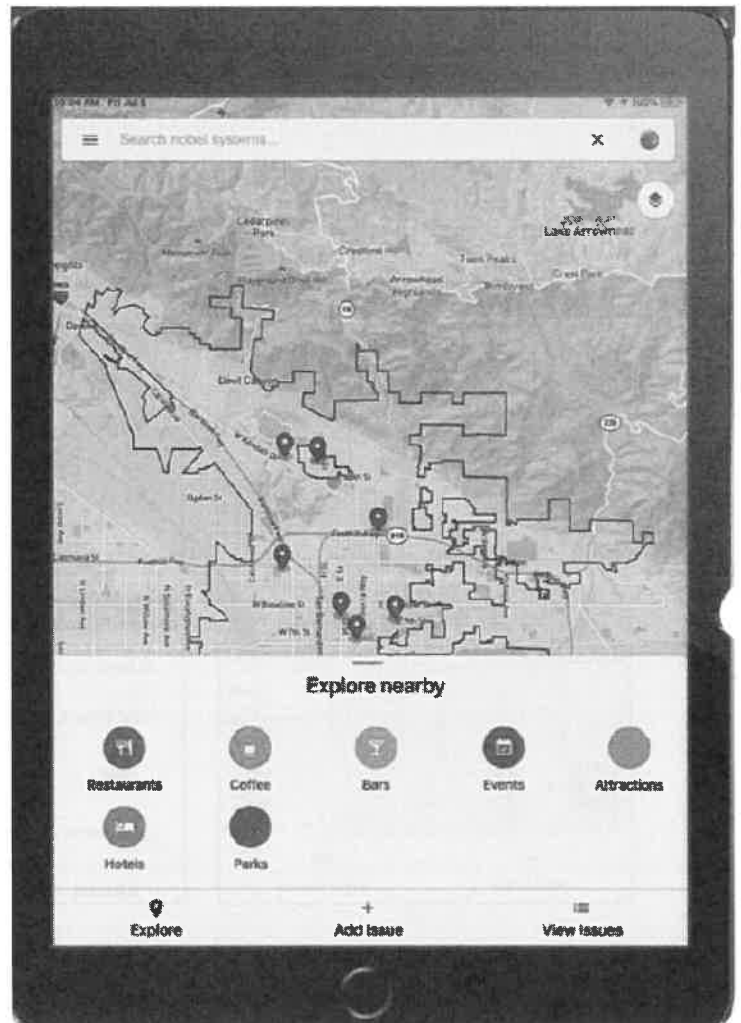
The GeoViewer approach to this objective is quite simple. We offer an easy-to-use, intuitive interface to Geographic Information Systems that allows the casual user the ability to access the information they need.



Key Features:

- Available for Free app on the App Store and Google Play.
- Public can report an Issue along with location instantly.
- Simple to use interface, makes keeping your city beautiful, fun, and simple.
- Select from a simple drop-down list to report a problem.
- Public can submit request anonymously or by adding their information.
- Public can view issues that have already been reported.

- All these submitted issues will be created as Work Order within Nobel Work Order module.
- Public will get notified when work has been completed by City staff.



NOBEL SYSTEM'S GEOVIEWER PARKING APP:



Nobel systems designed the UI for the existing GeoViewer application according to City of Huntington Park requirements. Upon design approval Nobel systems will start the API testing for all the sensors and the LORAWAN gateway nodes provided by PNI corp. Nobel systems GeoViewer application will host all the sensors and gateways on the database. A very convenient UI be provided by this application for all the parking spots. The user will be able to perform the following functions on the application:

- Check the number of available parking spots by location and count.
- Reserve a parking spot with a date range and hour access.
- Cancel a spot reservation.
- Avail information regarding payment charges and receipt upon checkout.
- Create a login account for future reference.
- Parking activity page upon login.
- Help page with necessary information.

Nobel System's implemented the required modification in the sensor data or parking spot information whenever requested by City of Huntington Park.

Exhibit C

Nobel will provide tech support in accordance with Exhibit C

1) Types of support

- a) Phone – From 6.30 AM to 7 PM Monday through Friday
- b) On-Site – upon request, up to one visit per month at no charge.
- c) Email - Nobel shall respond to email requests for information within 24 hours.
- d) Problem Resolution System - Nobel shall provide a problem and resolution (PAR) tracking mechanism, which documents issues or data content anomalies, which require review and resolution by Nobel. Typically, PAR forms are generated as needed, reviewed by the project manager, and then forwarded to Nobel.

2) Amount of support shall be unlimited.

- 3) **Communication support and configuration** - Nobel, while not strictly liable for communication system performance, shall provide a good faith effort to assist the City in configuring a communication system that will interface with Nobel's system and achieve maximum speed of data transfers.
- 4) **Training** – Annually, Nobel will provide a one-day training seminar once a year at the City's office at no extra charge.

Exhibit D

Nobel will provide map update and data conversion services in accordance with the following:

- 1) **Annual base map update** – Nobel will update the base map data provided by Riverside County within 60 days of receipt of this data on an annual basis. All required database adjustments shall be included in this update process. This annual update shall be performed at no cost to the City.

2) Hourly Costs for time & materials-based work

a) Project Director	-	\$150 per hour
b) Project Manager	-	\$150 per hour
c) Systems Architect	-	\$120 per hour
d) Senior Applications Developer	-	\$120 per hour
e) Senior GIS Analyst	-	\$100 per hour
f) Bangalore support services	-	\$60 per hour

All direct costs are included.

Exhibit E

Nobel will provide Data updates in accordance with the following:

- 1) **Digital Images** - Nobel will provide a system that City staff can use to link digital images to various features in the GIS system. We would expect that approximately 250 JPEG images of 5 MB size per each would be uploaded to the system. An indexing system shall be devised so that these images can be retrieved in an orderly manner. The images will be emailed to Nobel Systems, to a predetermined email address, dedicated to receiving image files.
- 2) **Database copies** - Nobel shall provide a complete set of up-to-date data for mapping, imaging, and database systems on an annual basis. These data shall be provided on **Box.com** or any other shared link and shall be labeled with the nature of the data and the date.

Exhibit F

Performance Requirements:

- 1) **System Uptime** – the City shall have access to the GIS data at all times except during allowable maintenance time periods set forth below:
 - a) Weekdays – 12:00 AM to 2:00 AM
 - b) Weekends, holidays – 10:00 PM to 2:00 AM
- 2) **Emergency restart** – If the City has an emergency need for data during one of the allowable maintenance periods, Nobel shall restart the system and provide access within 30 minutes of notification by telephone.
- 3) **Liquidated damages** – Nobel shall not be held liable for any liquidated damages caused by the system being out of service.
- 4) All data on the remote system shall be encrypted. All communication from device to data center shall be encrypted.
- 5) The remote system should provide for multiple backups or checkpoints of City data

EXHIBIT G

1. SUBSCRIPTION FEES:

YEARLY SUBSCRIPTION FEES: **\$106,000** per year with effect from October 1, 2023.

Notes:

1. The above subscription fee includes the below listed items.

GeoViewer Modules	Costs
GeoViewer Online, Mobile and CMMS Work Order	\$30,000.00
Street Sign, RRFP and Traffic Signal Modules	\$4,500.00
Valve Exercise Module	\$1,700.00
Citizen App	\$9,800.00
Unlimited Field forms	\$9,800.00
Parking App	\$46,800.00
Meter Exchange module	\$3,400.00
Total Costs	\$106,000.00

Year 1 Total Costs	\$104,783.33
Year 2 Total Costs	\$106,000.00
Year 3 Total Costs	\$106,000.00
Year 4 Total Costs	\$106,000.00
Year 5 Total Costs	\$106,000.00

Item 11



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR CITYWIDE JANITORIAL SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide janitorial services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of October 15, 2018, the City Council awarded the janitorial services contract to J316 Builder. The terms of the contract were for one year. At the regularly scheduled City Council meeting of August 6, 2019, the City Council approved the First Amendment to Contract Services Agreement to extend J316 Builder's contract. The term of the First Amendment was from October 15, 2019 thru October 15, 2023.

On September 19, 2022, the president of J316 Builder emailed staff requesting a reassignment of their contract to Coalition for Responsible Community Development. J316 Builder contacted the City and informed us of the potential transfer of the janitorial contract to CRCD. Staff confirms that the reassignment of the contract was permissible and legally binding. On October 4, 2022, the City Council approved the reassignment of the contract from J316 Builder to CRCD.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR CITYWIDE JANITORIAL SERVICES

July 18, 2023

Page 2 of 3

The City's current janitorial services contract expires on October 15, 2023. Past janitorial contractors struggled to meet the City's contract performance standards. As part of the 2018 procurement, staff placed greater emphasis on meeting performance solutions and adequate staffing levels. Staff receives frequent demands for higher level of service. Janitorial services are a very important function of the City's health and wellness objectives.

A formal RFP is required to solicit responses for janitorial services. The RFP retains key changes from the 2018 RFP model to eliminate past contractor performance issues and focus on quality and consistency of services by requiring a minimum level of staffing, requiring a minimum level of management, and requiring a minimum cost for material and supplies to help contractors bid the job more accurately.

A formal RFP (Attachment 1) will be published to solicit proposals from qualified vendors to provide the necessary services. The following is a tentative schedule:

RFP ISSUED	July 21, 2023
MANDATORY PRE-SUBMITTAL MEETING: 9:00 AM	August 17, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 18, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 24, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 30, 2023
TENTATIVE CITY COUNCIL AWARD DATE	September 19, 2023
NOTICE TO PROCEED START DATE	October 16, 2023

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR CITYWIDE JANITORIAL SERVICES

July 18, 2023

Page 3 of 3

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform this service. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. RFP

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Citywide Janitorial Services**

PROPOSAL DUE DATE: August 30, 2023, 2:00 P.M.

Office of the City Clerk
6550 Miles Ave Huntington Park, CA 90255
Contact: Cesar Roldan
323.584.6320
croldan@hpca.gov



Table of Contents

1.	INTRODUCTION	3
2.	SCOPE OF SERVICES	3
	A. Project Initiation	3
	B. General Requirements.....	3
	C. Performance Standards.....	3
	D. Frequency	3
	E. Holidays	3
3.	KEY PERSONNEL	5
4.	CITY'S STANDARD CONTRACT SERVICES AGREEMENT	5
5.	INSURANCE REQUIREMENTS	5
6.	CONTRACT AWARD	5
7.	REQUIRED FORMAT FOR PROPOSAL SUBMITTAL	5
8.	FEE.....	6
9.	QUESTIONS REGARDING THIS RFP.....	6
10.	PROPOSAL SUBMITTAL PROTOCOL.....	7
11.	PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION	7

1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified vendors for **Janitorial Services**.

2. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified janitorial vendors to provide janitorial services for various facilities owned and operated by the City of Huntington Park. The scope of services to be provided by the selected vendor for this project includes the following:

A. Project Initiation

Meet with City staff at City Hall, 6550 Miles Avenue, Huntington Park, CA 90255 on Thursday, August 17, 2023 at 9:00 am to walk every site that will be serviced. This may take up to four (4) hours. Failure to attend may disqualify the vendor from submitting a proposal. See other important dates in Attachment 1.

B. General Requirements

The Janitorial contractor is responsible for cleanliness and sanitation of the various facilities owned by the City of Huntington Park (Attachment 2). The Contractor is responsible for furnishing all labor, equipment, supplies, and supervision necessary for complete janitorial services. All cleaning supplies are to be approved by the city.

This is to inform you about the passage of AB 661:

(https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB661)

Overview of new requirements:

The SB 1383 regulations in 14 CCR Section 18993.2(a) references Sections 22150- 22154 of the Public Contract Code (PCC).

PCC Section 22153 references PCC Section 12209

AB 661 (effective in 2023) repealed Section 12209 of the Public Contract Code and replaces it with specific post-consumer recycled-content levels for certain paper products including janitorial papers, and provides a process for updating the postconsumer recycled-content levels for paper products going forward.

(Updated) PCC Section 12209 for janitorial supplies now requires:

Other paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:

- Toilet paper shall consist of at least 45 percent postconsumer recycled content.
- Paper towels shall consist of at least 40 percent postconsumer recycled content.
- Facial tissue shall consist of at least 10 percent postconsumer recycled content.
- Toilet seat covers shall consist of at least 20 percent postconsumer recycled content.

- General purpose paper wipers shall consist of at least 40 percent postconsumer recycled content.
- Food service ware, including, but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent postconsumer recycled content.

CalRecycle has updated the following webpages to reflect this change:

Recycled-Content Paper Requirements

(<https://calrecycle.ca.gov/organics/slcp/procurement/RecycledPaper/>)

Using Recycled Organics Products

(<https://calrecycle.ca.gov/organics/slcp/procurement/>)

Jurisdictions are required to **maintain records** pursuant to 14 CCR Section 18993.4:

Section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement.

a. A jurisdiction shall include all documents supporting its compliance with this article in the implementation record required by Section 18995.2 of this chapter including, but not limited to, the following:

(1) Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases.

(2) Copies of all certifications or other verification required under Section 18993.3.

C. Performance Standards

The Contractor shall put forth a level of effort to provide a thorough cleaning of the various facilities, not merely a surface cleaning. The description of each service is to be used as a guideline for the Contractor (Attachment 3).

D. Frequency

Janitorial services shall be provided four (4) to seven (7) days per week (Monday through Sunday), excluding City-recognized holidays. The work schedule for completing daily services requirements and the specific works days can be found in the Janitorial Specifications for each location (Attachment 3).

Note: It is expected that the awarded Contractor will make themselves aware of current meeting schedules, holidays, and other work routines within the various facilities and conduct work in a manner as to not interfere with the execution of City business.

E. Holidays

The following ten (10) days are City-recognized holidays on which contractors may need to provide service. Some City facilities will require service on holidays, and others will not. Maintenance Services will provide a schedule of which facilities will require holiday service.

New Year's Day

Independence Day

Christmas Day

Martin Luther King's Day

Labor Day

President's Birthday

Veterans Day

Cesar Chavez Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

3. KEY PERSONNEL

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

4. CITY'S STANDARD CONTRACT SERVICES AGREEMENT

Please see ATTACHMENT 3 - CITY'S STANDARD CONTRACT SERVICES AGREEMENT.

5. INSURANCE REQUIREMENTS

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

6. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the best fit for the City's needs. City staff will evaluate the proposals based upon several factors, which may include:

- Compliance with the RFP Requirements
- Project Understanding and Approach
- Experience
- References
- Familiarity with the City
- Familiarity with the region

Negotiations regarding a fair and reasonable price will occur subsequent to vendor selection.

7. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Please submit your Proposal in the format specified below:

Note: The use of the Huntington Park City Logo is prohibited.

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 60 days.

Table of Contents: Provide contents of proposal.

Section 1 – Scope of Work: Provide your understanding of the service and describe your approach to accomplishing the City's goal in the most efficient and cost-effective manner.

Section 2 - Schedule: Provide a project schedule showing tasks and duration for each task for the completion of the services.

Section 3 - Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and vendors.

Section 4 - Company Qualifications: Provide qualifications of prime consulting firm and any proposed sub-vendors.

Section 5 - References: Provide minimum of two (2) Public Agency references that shows your firm's experience in similar type of services.

Section 6 - City's Standard Contract Services Agreement: The RFP includes ATTACHMENT 4 - CITY'S STANDARD CONTRACT SERVICES AGREEMENT.

Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

Section 7 – City's Standard Insurance Requirements: The RFP includes ATTACHMENT 5 - CITY'S STANDARD INSURANCE REQUIREMENTS. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

Section 8 - Other Information: Include in this section any other and additional information you wish to submit to the City.

8. FEE

The Fee shall be submitted (1 copy) in a separate envelope. Final negotiations for the final scope and fee will occur subsequently.

9. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by 5:00 PM, August 18, 2023. In response to all questions received by this date, City will issue an Addendum no later than 5:00 PM on August 24, 2023 prior to the proposal submittal due date. It is the responsibility of each vendor to frequently check the City's website for the responses and addendums associated with the RFP.

10. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy on a flash drive of their Proposals no later than 2:00 PM, August 30, 2023 to:

City of Huntington Park – City Clerk's Office

Attention: Cesar Roldan, Director of Public

Works 6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

11. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – SCHEDULE

ATTACHMENT 2 - WORK SITE LOCATIONS/HOURS OF OPERATION

ATTACHMENT 3 – JOB MAINTENANCE SPECIFICATIONS

ATTACHMENT 4 – CITY'S STANDARD CONTRACT SERVICES AGREEMENT

ATTACHMENT 5 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – SCHEDULE

RFP ISSUED	July 21, 2023
MANDATORY PRE-SUBMITTAL MEETING: 9:00 AM	August 17, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 18, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 24, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 30, 2023
TENTATIVE CITY COUNCIL AWARD DATE	September 19, 2023
NOTICE TO PROCEED START DATE	October 16, 2023

ATTACHMENT 2 – WORK SITE LOCATIONS/HOURS OF OPERATION

- a. City Hall Building, 6550 Miles Ave, Huntington Park, CA 90255
 - Hours: 7:00 A.M. to 5:30 P.M.
- b. Keller Park, 6550 Miles Ave, Huntington Park, CA 90255
 - Hours: 7:00 A.M. to 10:00 P.M.
- c. Police Department Building, 6542 Miles Ave, Huntington Park, CA 90255
 - Hours: 24-hour operation
- d. Parks and Recreation Center, 3401 E. Florence Ave, Huntington Park, CA 90255
 - Hours: 6:00 A.M. to 10:00 P.M.
- e. Community Center, 6923 Salt Lake Ave, Huntington Park, CA 90255
 - Hours: 8:00 A.M. to 7:00 P.M.
- f. Raul R. Perez Memorial Park, 6208 Alameda St, Huntington Park, CA 90255
 - Hours: 6:00 A.M. to 10:00 P.M.
- g. Freedom Park, 3801 E. 61st Street, Huntington Park, CA 90255
 - Hours: 1:00 P.M. to 5:00 P.M.
- h. Public Works/City Yards, 6900 Bissell Street, Huntington Park, CA 90255
 - Hours: 7:00 A.M. to 4:30 P.M.

ATTACHMENT 3 – JOB MAINTENANCE SPECIFICATIONS

The Janitorial contractor ("Contractor") is responsible for the upkeep of cleanliness and sanitation of the City of Huntington Park facilities. The description of the service area herein is to be used as a guideline for the Contractor. The service areas may change as required by the City. However, for the purposed of the Job Specifications are described in general. All cleaning supplies are to be approved by the City.

City Hall Building Services

6550 Miles Ave, Huntington Park, CA 90255

Square Footage: 31,598, 50% carpet and 50% non-carpet flooring

Monday through Thursday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean conference walls, wall switch plates, and room tables. Place chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.
- Service, empty, and clean exterior (at building entrances) trash receptacles.
- Clean exterior and interior of microwaves and refrigerator on both 1st and 2nd floor, including all Conference Rooms.
- Clean and wipe down all tables and chairs in conference rooms.
- Turn off A/C in Council Chambers and Conference Rooms following meetings.
- City Council Offices to be maintains/cleaned starting at 5 PM.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on FRIDAY evenings with approved chemical.
- Surface clean carpets as needed.
- Clean and dust-off Council Chamber Dais horizontal and vertical wood surfaces, podium, and staff tables on MONDAY.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop, and spot clean Fire Stairs, blinds, railings, and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible base boards.
- Remove and clean all cobwebs.
- Extra clean of Council Chambers interior and exterior doors.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean all accessible carpet using hot water, and a high-pressure extraction system.
- Replace waterless urinal cartridges with approved replacement.
- Clean all first-floor windows inside and out.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKENDS only.)

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean fabric walls full height and hot water extract, using a high-pressure extraction system, insuring no streaks are visible.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

Keller Park Restrooms

6550 Miles Ave, Huntington Park, CA 90255

Square Footage: 300

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 3 pm but no later than 7 pm Saturday & Sunday).
- Clean and polish drinking fountains.

Huntington Park Police Department

6542 Miles Ave, Huntington Park, CA 90255

Square Footage: 16,882, 50% Carpet and 50% non-carpet flooring

Monday through Sunday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Vacuum stairs, dust railings, ledges, and spot clean.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables, arrange chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

- Wipe down vinyl and leather furniture.
- Chemically treat all waterless urinals on FRIDAY evenings with approved chemical.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop, and spot clean Fire Stairs, blinds, railings, and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible base boards.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water, and a high-pressure extraction system.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKEND only).

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

***Huntington Park Raul R. Perez Memorial Park
6208 Alameda Street, Huntington Park, CA 90255
Square Footage: 4,824, 100% non-carpet flooring***

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). Once (1) on Saturday & Sunday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls and fixtures.
- Clean Conference Room tables
- Clean exterior and interior of microwave, damp wipe counters and sinks in break room.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Saturday and Sunday

- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, one (1) time per day, EARLY MORNING.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.
- Clean room tables and chairs and arrange neatly.
- Clean and disinfect weight room equipment.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Huntington Park Community Center – Senior Citizen Park
6923 Salt Lake Ave, Huntington Park, CA 90255
Square Footage: 7,000, 100% non-carpet flooring

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm including Saturday and Sunday). First cleaning must be done before 7am.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Salt Lake Park and Recreation Center and Municipal Building

3401 Florence Ave, Huntington Park, CA 90255

Square Footage: 22,132, 50% carpet and 50% non-carpet flooring

Square Footage: 1,080, 100% non-carpet flooring

Monday through Sunday

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm).
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.
- Clean and disinfect weight room equipment.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Freedom Park

3801 E. 61st Street, Huntington Park, CA 90255

Square Footage: 4,620, 100% non-carpet flooring

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). July, August, September once a day on Saturdays.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Public Works/City Yards

6900 Bissel Street, Huntington Park, CA 90255

Square Footage: 5,002, 50% carpet and 50% non-carpet flooring

Monday through Friday (per 9/80 Schedule)

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day. To be completed Once a day on Saturday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean exterior and interior of microwave, damp wipe counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.

ATTACHMENT 3 - JOB MAINTENANCE SPECIFICATIONS

- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.

Special Clean Up (As needed basis)

Special clean ups are scheduled a minimum of one (1) week ahead of time (sometimes more) by the Department of Parks and Recreation.

Special cleaning projects will be required during City closure or special events. Tasks will include:

- Floor care – Strip and wax all floors.
- Polish Furniture.
- Wash Blinds.
- Wash interior and exterior windows.
- Deep clean all carpets and walk-off mats.
- Wash walls, and waste receptacles.
- Vacuum and shampoo upholstered furniture.
- Clean and wash lighting and mechanical diffusers.
- Clean and sanitize work stations.

ATTACHMENT 4 - CITY'S STANDARD CONTRACT



[TITLE OF SERVICES]

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **day of _____ 20**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and NAME OF CONTRACTOR OR VENDOR (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to as "Party" and collectively referred to as "Parties."

I.
Recitals

WHEREAS, the CITY desires to engage CONTRACTOR to perform [insert brief description of services] services;

WHEREAS, CONTRACTOR represents to CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide said [insert brief description of services] services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with another for [insert brief description of services] services; as described in the Scope of Services attached as Exhibit "A";

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and CONTRACTOR hereto agree as follows:

II.
ENGAGEMENT TERMS

2.1. SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**) and incorporated herein by this reference. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. CITY understands and hereby agrees that the services provided by CONTRACTOR under the Agreement will be performed wholly, or in large part, by CONTRACTOR. CITY agrees to cooperate with and to provide all necessary information and assistance to CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement. The CITY does not warrant to contract exclusively with a single contractor to perform designated services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

2.2. TERM: The Agreement shall commence on [INSERT AGREEMENT COMMENCEMENT DATE]. This Agreement shall have a term of [NUMBER OF YEAR(S)] from the commencement date. The Agreement shall expire on [insert agreement expiration date], unless sooner terminated as hereinafter provided. Upon the conclusion of the Term, this Agreement shall have [INSERT RENEWAL OPTION (I.E. TWO (2) ONE YEAR OPTIONAL RENEWALS)], based on mutual agreement between the Parties, renew automatically for a maximum of [NUMBER OF YEAR(S)] [?] - year extensions of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). In no event shall this Agreement extend beyond [INSERT DATE]. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

2.3. COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule") and incorporated by reference.
- B. Section 2.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [SPELL OUT AMOUNT] _____ (\$_____) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

other CITY-approved amendment to the compensation terms of this Agreement.

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

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

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

III.

PERFORMANCE OF AGREEMENT

3.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

3.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:

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

3.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR shall be knowledgeable of and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

- F. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- G. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

3.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

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

- 3.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 3.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 3.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

- 3.10. EXTRA SERVICES: No extra services shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager of his designee.
- 3.11. EXPENSES: CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.
- 3.12. LEGAL RESPONSIBILITIES: CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Huntington Park Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

IV.

INDEPENDENT CONTRACTOR

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

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

- 4.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 4.3 CITY shall not deduct from the compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation or any other insurance.

V. INSURANCE

- 5.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

D. Pollution Liability Insurance: CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

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

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

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

5.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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

VI.

INDEMNIFICATION

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

6.2. To the fullest extent permitted by law, CONTRACTOR shall defend (with counsel of the CITY's choosing), indemnify, hold harmless and protect the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

every nature arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, vendors or agents in connection with the performance of the CONTRACTOR's Services or this Agreement or its failure to comply with any of its obligations contained in this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY.

- 6.3. CONTRACTOR shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 6.4. The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 6.5. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 6.6. CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 6.7. This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 6.8. PERS ELIGIBILITY INDEMNITY: In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VII. TERMINATION

- 7.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 7.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 8.3 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 7.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

7.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 7.2.B and 7.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 7.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

of an Event of Default under this Section 7.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 2.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.
- CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

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

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VIII.

MISCELLANEOUS PROVISIONS

- 8.1 EMPLOYMENT OF CITY EMPLOYEES: No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.
- 8.2 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 8.3 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 8.4 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 8.5 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with,

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

CONTRACTOR:
[NAME AND INFO]

CITY:
City of Huntington Park
Attn: [DEPARTMENT]
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) XXXXX
Fax: (323) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

- 8.7 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

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

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

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

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

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

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

- 8.16 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 8.17 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 8.18 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 8.19 WAIVER: Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.
- 8.20 ATTORNEY'S FEES & COSTS: If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 8.21 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 8.22 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 8.23 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 8.24 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

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

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

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

8.26 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 8.21, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

ATTACHMENT 4 - CITY'S STANDARD CONTRACT

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

CITY OF HUNTINGTON PARK:

[NAME AND INFO]

By: _____
[CITY REP]
[TITLE]

By: _____

Name: _____

Title: _____

ATTEST:

By: Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman
City Attorney



ATTACHMENT 5 - INSURANCE REQUIREMENTS

Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

ATTACHMENT 5 - INSURANCE REQUIREMENTS

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.**

ATTACHMENT 5 - INSURANCE REQUIREMENTS

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 Agent or Broker Name & Address	CONTACT NAME: PHONE: _____ FAX: _____ (A/C No. Ext): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr><td>INSURER A:</td><td>NAIC #</td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A:	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

INSURED Insured Name & Address	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.

MULT. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PER ☐ LOC OTHER: _____	Policy Number	Current	Policy Period	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐	Policy Number	Current	Policy Period	COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ <u>Combined</u> BODILY INJURY (Per accident) \$ <u>Single</u> PROPERTY DAMAGE (Per accident) \$ <u>Limit</u> \$1,000,000
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED: _____ RETENTION: _____				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/NO OPW: ☐ COMPARE THE RKS EXCLUSIVE OF COURSE AND EXCLUSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Policy Number	Current	Policy Period	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ <u>Each Accident: \$1,000,000</u>

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

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

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE:

SIGNATURE

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Must be in ACORD 25 (2016/03) or ACORD 25 (2014/01) any other form will NOT be acceptable

ATTACHMENT 5 - INSURANCE REQUIREMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

whichever is less.

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

ITEM NO. 12



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE TWO UTILITY SERVICE TRUCKS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the purchasing of two utility service trucks from George Chevrolet (Bellflower) for a not-to-exceed amount of \$72,000 payable from Account No. 111-8010-431.76.32; and
2. Authorize the City Manager to execute all applicable documents related to the purchasing of the utility service trucks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 6, 2023, staff sought authorization from the City Council to purchase two utility trucks for use by staff in support of all related construction and maintenance improvements throughout the City. Many of our fleet vehicles will be surplus due to age, high mileage usage and the lack of parts necessary to make safety repairs. Routine service and maintenance are critical to the long-term performance of our vehicles, though continual maintenance and repairs of our fleet makes it difficult

Staff took into consideration the following specifications and criteria when evaluating proposals:

- 2023-2024 models
- 4 cylinders
- Non-hybrid
- Regular cab
- White color
- Rear wheel drive

CONSIDERATION AND APPROVAL TO PURCHASE TWO UTILITY SERVICE TRUCKS

July 18, 2023

Page 2 of 3

- Automatic transmission
- Power windows
- Heating and air conditioning

Staff did perform its fiduciary responsibility and assessed all viable vehicle options that would support the needs of the department. George Chevrolet, a dealership in Bellflower met our specifications, timeline and cost. Staff recommends purchasing the utility service trucks from George Chevrolet.

LEGAL REQUIREMENT

The City Clerk utilized Column and processed the notice for the request for proposal on June 7, 2023. Notice was published at least once in the newspaper of general circulation. City received two proposals:

- George Chevrolet, Bellflower - \$70,360
- Canyon GMC - \$92,262.86

Staff reviewed the proposals and the recommendation is to purchase the utility service trucks from George Chevrolet.

FISCAL IMPACT/FINANCING

Approval of this item authorizes the purchasing of two utility service trucks from George Chevrolet for a not-to-exceed amount \$72,000 payable from Account No. 111-8010-431.76.32.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

CONSIDERATION AND APPROVAL TO PURCHASE TWO UTILITY SERVICE TRUCKS

July 18, 2023

Page 3 of 3

ATTACHMENT(S)

1. George Chevrolet Proposal
2. Canyon GMC Proposal

ATTACHMENT "A"



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

~~2023~~ 2024
available trucks
in october

CITY OF HUNTINGTON PARK

[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2)





GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

Table of Contents

- Dealership Information
- Standard Equipment
- Selected Model and Options
- Technical Specifications
- Price Summary

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

GEORGE CHEVROLET

Prepared By:

MIKE O'HARE
GEORGE CHEVROLET
562 925-2500 EXT 225
mikeo@georgechevy.com

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian Braking with Bicyclist Detection, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator - (Requires a future software update), (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Beginning at the start of production, certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

Mechanical

Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)

Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine)

Rear axle, 3.42 ratio

GVWR, 5800 lbs. (2631 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)

Engine control, stop/start system disable button

Engine air filtration monitor

Push Button Start

Automatic Stop/Start

Rear wheel drive

Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V

Generator, 170 amp (Not available with (Z82) Trailering Package.)

Radiator Grille Shutters, automatic

Vehicle health management, provides advanced warning of vehicle issues

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Frame, fully-boxed

Pickup box

Brakes, 4-wheel antilock, 4-wheel disc

Capless fuel fill

Exterior

Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel

Tires, 255/65R17 all-season, blackwall

Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" x 4.5" (46.7cm x 11.4cm) steel, compact wheel.)

Wheel, Compact Spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel (Requires (L2R) 2.7L Turbo engine.)

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (✔ Complete)

Exterior

CornerStep, rear bumper
Moldings, Black beltline
Headlamps, halogen with automatic exterior lamp control
IntelliBeam, automatic high beam on/off
Headlamp control, automatic on and off with automatic delay
Cargo box light, back of cab
Mirrors, outside power-adjustable
Mirror caps, molded with color (Not available with (B26) Safety Package.)
Glass, deep-tinted
Glass, solar glazing front side windows
Glass, privacy glazing rear side windows
Windshield, solar absorbing
Door handles, Black
Tailgate handle, Black

Entertainment

11.3" diagonal advanced color LCD display with Google built-in compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)

Audio system feature, 6-speaker system

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wireless phone projection, for Apple CarPlay and Android Auto

Chevrolet Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, Cloth

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (🔧 Complete)

Interior

Seat adjuster, driver 6-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 split-folding bench with storage
Storage compartment, front, without cover
Floor covering, color-keyed carpeting
Steering column, tilt, manual
Steering wheel, urethane
Steering wheel controls, mounted audio controls
Speedometer, miles/kilometers
Driver Information Center, 8" diagonal fully-digital display
Windows, power front, driver express down
Window, power front, passenger express down
Windows, power rear, express down
Door locks, power
Remote Keyless Entry
Theft-deterrent system, unauthorized entry
USB Ports, 2 (first row) located on console
Power outlet, 12-volt located in center console bin
Air conditioning, single-zone manual climate control
Heater, air conditioning duct, rear passenger
Handles, door release, front and rear, Jet Black
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors
Lighting, interior, center dome
Lighting, interior
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Hitch View

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (✔ Complete)

Safety-Exterior

Daytime Running Lamps, Halogen

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (CWM) Technology Package.)

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator - (Requires a future software update) (Beginning at the start of production, Certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

Automatic Emergency Braking

Front Pedestrian Braking with Bicyclist Detection

LED Reflective Windshield Collision Alert

Seat Belt, Black

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Door locks, rear child security

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Tire Pressure Monitoring System (does not apply to spare tire)

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Safety-Interior

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (👉 Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
14C43	2023 Chevrolet Colorado 2WD Crew Cab WT	\$29,200.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L3B	Engine, 2.7L Turbo Plus (310 hp [231 kW] @ 5600 rpm, 391 lb-ft of torque [530 Nm] @ 2000 rpm) (Requires (D07) Center Console and (MFC) 8-speed Transmission.)	3.00 lbs	0.00 lbs	\$1,050.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MFC	Transmission, 8-speed automatic (Included with (L3B) 2.7L Turbo Plus engine and (L3B) 2.7L Turbo High-Output engine.)	16.00 lbs	3.00 lbs	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6V	GVWR, 6049 lbs. (2744 kg) (Requires (L3B) 2.7L Turbo Plus engine.)	0.00 lbs	0.00 lbs	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU6	Rear axle, 3.42 ratio	0.00 lbs	0.00 lbs	\$0.00

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PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
2WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZAO	Tire, spare 255/65R17 all-season, blackwall (Included and only available with (RM7) spare wheel. Requires L3B 2.7I Turbo Plus engine.)	-1.00 lbs	14.00 lbs	\$235.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A50	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
URL	11.3" diagonal advanced color LCD display with Google built-in compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)	0.00 lbs	0.00 lbs	\$0.00

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[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B26	Safety Package includes (UKI) Blind Zone Steering Assist, (UFB) Rear Cross Traffic Braking, (UD7) Rear Park Assist (Includes (DLF) Heated outside Rearview Mirror. Requires (PCY) WT Convenience Package.)	0.00 lbs	0.00 lbs	\$505.00
CWM	Technology Package includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert and (UV2) HD Surround Vision (Includes (BDR) Locking Cylinder. Requires (B26) Safety Package and (PCU) WT Convenience Package II.)	0.00 lbs	0.00 lbs	\$950.00
PCU	WT Convenience Package II includes (A2X) 8-way power driver seat, (AL9) driver seat power lumbar, (PPA) EZ lift and lower tailgate, (BPC) StowFlex Tailgate and (BDR) Locking Cylinder (Requires (PCY) WT Convenience Package. Not available with (B38) Vinyl floor and (H2G) Evotex seats.)	0.00 lbs	0.00 lbs	\$545.00
PCY	WT Convenience Package includes (A28) Sliding rear window, (C49) Rear defogger, (K34) Cruise control and (A91) Remote lock/unlock tailgate ((K34) Cruise control is replaced with (KSG) Adaptive Cruise Control when (CWM) Technology Package is ordered.)	0.00 lbs	0.00 lbs	\$415.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JL1	Trailer brake controller, integrated (Included and only available with (Z82) Trailering Package.)	2.00 lbs	5.00 lbs	Inc.
KW5	Generator, 220 amp (Requires (L3B) 2.7L Turbo Plus engine and (Z82) Trailering Package.)	3.00 lbs	0.00 lbs	\$150.00
Z82	Trailering Package, heavy-duty includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Requires (L3B) 2.7L Turbo Plus engine and (KW5) 220 amp generator. Included with (ZL6) Advanced Trailering Package.)	5.00 lbs	6.00 lbs	\$480.00

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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A91	Tailgate, remote locking, (locks and unlocks with key fob) (Included and only available with (PCY) WT Convenience Package.)	0.00 lbs	2.00 lbs	Inc.
BDR	Locking cylinder Tailgate, keyed cylinder lock (Included and only available with (PCU) WT Convenience Package II or (CWM) Technology Package.)	0.00 lbs	1.00 lbs	Inc.
BPC	StowFlex Tailgate, storage compartment, lockable (Included and only available on (PCU) WT Convenience Package II.)	-3.00 lbs	15.00 lbs	Inc.
DLF	Mirrors, outside heated power-adjustable (Included and only available with (B26) Safety Package.)	1.00 lbs	1.00 lbs	Inc.
DP6	Mirror caps, painted (Painted Black. Included and only available with (B26) Safety Package.)	0.00 lbs	0.00 lbs	Inc.
PPA	Tailgate, EZ-Lift and Lower (Included and only available on (PCU) WT Convenience Package II.)	0.00 lbs	5.00 lbs	Inc.
RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel (Requires (L3B) 2.7L Turbo Plus engine.)	0.00 lbs	3.00 lbs	\$0.00

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires a fleet or government order type.)	0.00 lbs	0.00 lbs	\$20.00
A28	Window, rear-sliding, manual (Included and only available with (PCY) WT Convenience Package.)	2.00 lbs	3.00 lbs	Inc.
A2X	Seat adjuster, driver 8-way power (Included and only available on (PCU) WT Convenience Package II.)	3.00 lbs	2.00 lbs	Inc.
AL9	Seat adjuster, power driver lumbar control (Included and only available on (PCU) WT Convenience Package II.)	1.00 lbs	1.00 lbs	Inc.
C49	Defogger, rear-window electric (Included and only available with (PCY) WT Convenience Package.)	0.00 lbs	1.00 lbs	Inc.
C59	Air vents, rear (Included and only available with (D07) center floor console.)	0.00 lbs	0.00 lbs	Inc.
D07	Console, floor front compartment with cup holders and cell phone storage (Required and only available with (L3B) 2.7L Turbo Plus engine. Includes (C59) rear air vents.)	5.00 lbs	4.00 lbs	\$135.00
KSG	Adaptive Cruise Control (Included and only available with (CWM) Technology Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UD7	Rear Park Assist (Included and only available with (B26) Safety Package.)	0.00 lbs	2.00 lbs	Inc.
UFB	Rear Cross Traffic Braking (Included and only available with (B26) Safety Package.)	0.00 lbs	1.00 lbs	Inc.
UKI	Blind Zone Steering Assist (Included and only available with (B26) Safety Package.)	2.00 lbs	1.00 lbs	Inc.
UKK	Rear Pedestrian Alert (Included and only available with (CWM) Technology Package.)	0.00 lbs	1.00 lbs	Inc.
UV2	HD Surround Vision (Included and only available with (CWM) Technology Package. Not available with (UVB) HD Rear Vision Camera.)	1.00 lbs	1.00 lbs	Inc.

Options Total	40.00 lbs	72.00 lbs	\$4,485.00
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[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MFC
Trans Type	8	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	3.82
Second Gear Ratio (:1)	2.97	Third Gear Ratio (:1)	2.08
Fourth Gear Ratio (:1)	1.69	Fifth Gear Ratio (:1)	1.27
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.82
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	0.85
Eighth Gear Ratio (:1)	0.65		

Mileage

EPA Fuel Economy Est - Hwy	23 MPG	Cruising Range - City	385.20 mi
EPA Fuel Economy Est - City	18 MPG	Fuel Economy Est-Combined	20 MPG
Cruising Range - Hwy	492.20 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L3B	Engine Type	Turbocharged Gas I4
Displacement	2.7L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	310 @ 5600	SAE Net Torque @ RPM	391 @ 2000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A
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[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (✔ Complete)

Powertrain

Cooling System

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year 8.9

EPA Greenhouse Gas Score

N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3500 lbs
Gross Axle Wt Rating - Rear	3600 lbs	Curb Weight - Front	2311 lbs
Curb Weight - Rear	1853 lbs	Option Weight - Front	40.00 lbs
Option Weight - Rear	72.00 lbs	Reserve Axle Capacity - Front	1149.00 lbs
Reserve Axle Capacity - Rear	1675.00 lbs	As Spec'd Curb Weight	4276.00 lbs
As Spec'd Payload	1773.00 lbs	Maximum Payload Capacity	1885.00 lbs
Gross Combined Wt Rating	9100 lbs	Gross Axle Weight Rating	7100.00 lbs
Curb Weight	4164.00 lbs	Reserve Axle Capacity	2824.00 lbs
Total Option Weight	112.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6049.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	7700 lbs	Wt Distributing Hitch - Max Tongue Wt.	770 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	7700 lbs		

Frame

Frame Type	Fully-boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	2-Stage Multi-Leaf
Spring Capacity - Front	3500 lbs	Spring Capacity - Rear	3600 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3500 lbs	Axle Capacity - Rear	3600 lbs
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHR	Rear Tire Order Code	QHR
Spare Tire Order Code	ZAO	Front Tire Size	255/65R17
Rear Tire Size	255/65R17	Spare Tire Size	255/65R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.4 x -TBD- in

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Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.4 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	40.3 in
Front Leg Room	45.2 in	Front Shoulder Room	57.4 in
Front Hip Room	54.7 in	Second Head Room	38.3 in
Second Leg Room	34.7 in	Second Shoulder Room	56.1 in
Second Hip Room	53.1 in		

Exterior Dimensions

Wheelbase	131.4 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	213 in
Width, Max w/o mirrors	74.9 w/Mirrors Folded, 84.4 w/Mirrors in	Height, Overall	78.8 in
Overhang, Front	34.5 in	Overhang, Rear w/o bumper	47.1 in
Front Bumper to Back of Cab	N/A	Cab to Axle	23.4 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.9 in	Ground Clearance, Rear	7.9 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	61.7 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	58.2 in	Cargo Box Width @ Wheelhousings	45.5 in

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[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (☒ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	41.9 ft³	Ext'd Cab Cargo Volume	N/A

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GEORGE CHEVROLET

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[Fleet] 2023 Chevrolet Colorado (14C43) Crew Cab 2WD Work Truck (2) (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$29,200.00
Total Options	\$4,485.00
Vehicle Subtotal	\$33,685.00
Destination Charge	\$1,495.00
Grand Total	\$35,180.00

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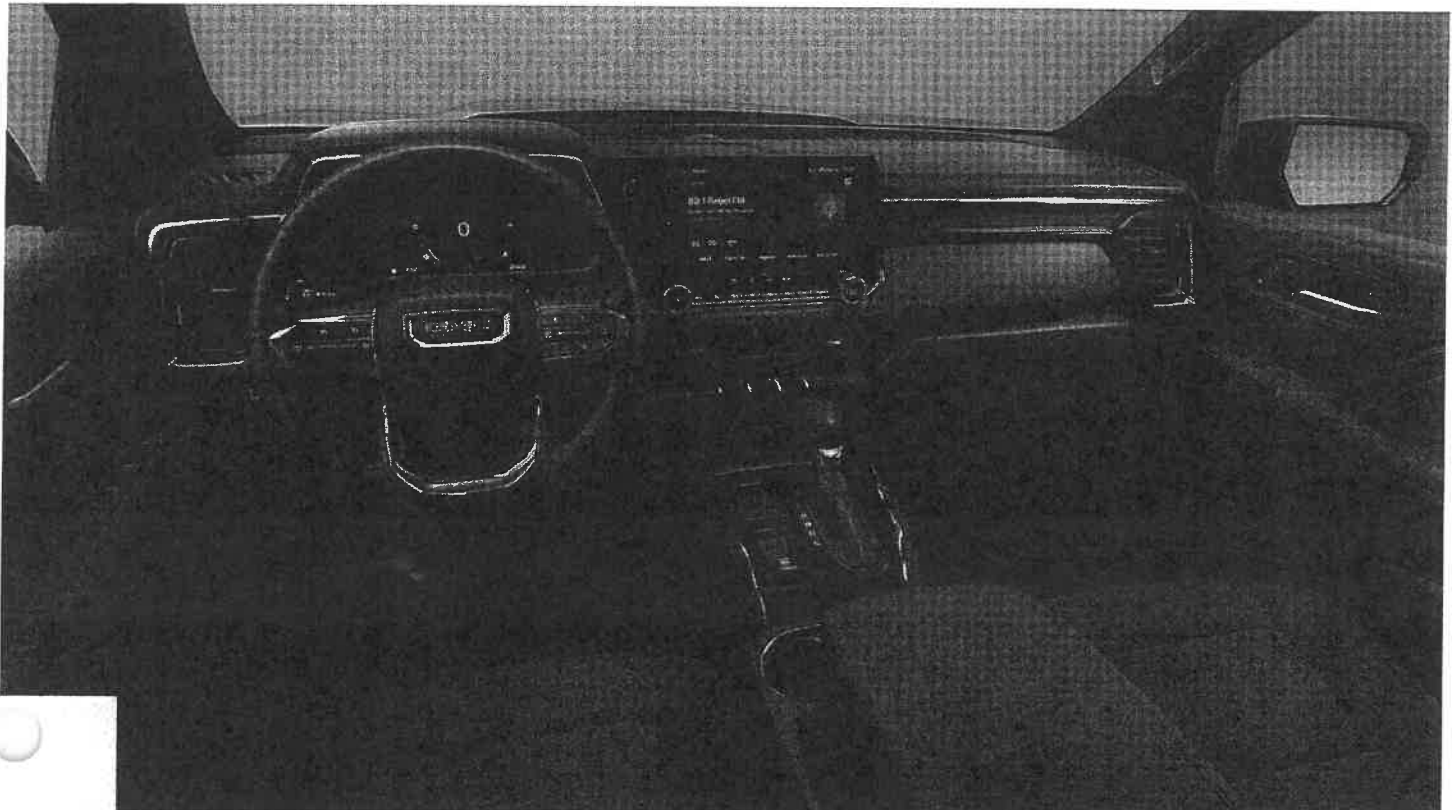
ATTACHMENT "B"

Build & Price: 2023 Canyon

CREW CAB, SHORT BOX, ELEVATION, 2WD

SAVED (0)

Due to supply chain shortages, certain features shown have limited or late availability, or are no longer available. See the window label or dealer regarding the features on an individual vehicle. Preproduction model may be shown throughout this experience. Actual production model may vary.



YOUR 2023 CANYON ELEVATION 2WD

Net Price

\$40,985[±]

Summary

Standard Vehicle Price

\$36,900

Exterior [change](#)

Summit White (GAZ)

\$0

Wheels [change](#)

18" Dark Grey painted Aluminum (RQ8)

Standard

Interior [change](#)

Front bucket seats (A50)

Standard

Jet Black, Cloth seat trim (H2Z)

\$0

Packages [change](#)

\$2,115

GMC

Canyon Safety Plus
Package (Y5W)

\$445

GMC

Convenience Package
(WPC)

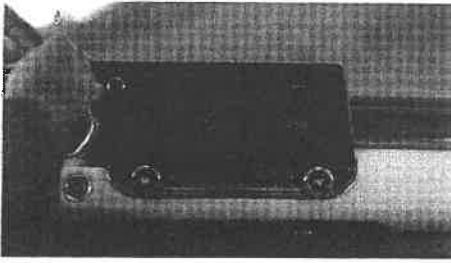
\$1,670

Options [change](#)

\$475

GMC

GMC



11.3" diagonal GMC
Premium Infotainment
System with Google built

GMC

LED fog lamps (T40)

Included in Package

2.7L Turbo High-Output
engine (L3B)

Standard

8-speed automatic
transmission (MFC)

Standard

GMC

Rear Park Assist (UD7)

Included in Package

Inside rearview auto-
dimming mirror (DD8)

Included in Package

GMC

Tailgate keyed cylinder
lock (BDR)

Included in Package

Remote Start (BTU)

Included in Package

120-volt box-mounted
power outlet (KC9)

Included in Package

GMC

GMC

3.42 rear axle ratio (GU6)

\$0

GMC

Rear window defogger
(C49)

Included in Package

GMC

Rear USB ports (UBI)

Included in Package



EZ-Lift and Lower tailgate
(PPA)

Included in Package

Blind Zone Steering Assist
(UKI)

Included in Package

MultiStow Tailgate™ (BPC)

Included in Package

Rear Cross Traffic Braking
(UFB)

Included in Package

Manual sliding rear
window (A28)

Included in Package

Interior courtesy dual
reading lights (C75)

Included in Package



Dual-zone automatic
climate control (CJ2)

Included in Package

Driver and front passenger
visors with illuminated
mirrors (DEG)

Included in Package



120-volt power outlet (KI6)

Included in Package



Manual tilt and
telescoping steering
column (N37)

Included in Package



Outside heated power-
adjustable mirrors (DLF)

Included in Package

Spray-on bedliner (CGN)

\$475

Destination Freight Charge	\$1,495
MSRP Total Vehicle Price	\$40,985
Net Price	\$40,985 [†]

Key Attributes

BOX LENGTH
61.7

DRIVE TYPE
2WD

ENGINE
2.7L TURBO HIGH-OUTPUT

PASSENGER CAPACITY
5

TRANSMISSION
8-SPEED AUTOMATIC

Crew Cab, Short Box Elevation 2WD Standard Equipment

HIGHLIGHTS

- 11.3" diagonal GMC Premium Infotainment System with Google built-in
 - 11.3" diagonal GMC Premium Infotainment System with Google built-in, includes multi-touch display, AM/FM/SiriusXM¹ radio capable
 - Bluetooth^{®2} streaming audio for music and select phones
 - Wireless Apple CarPlay[™] capability for compatible phones³

- Wireless Android Auto™ capability for compatible phones⁴
- Customize and manage entertainment and vehicle feature settings through the 11.3" diagonal touch-screen display
- Use, control and manage select smartphone apps through the Infotainment system
- Voice-activated technology for phone

¹ If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.ca for complete terms and how to cancel. All fees, content, features, and availability are subject to change. © 2022 Sirius XM Radio Inc. SiriusXM, Automatic, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

² Go to my.gmc.com/learn to find out which phones are compatible with the vehicle. Bluetooth is a registered trademark of Bluetooth SIG, Inc.

³ Vehicle user interface is a product of Apple and its terms and privacy statements apply. Requires compatible iPhone and data plan rates apply. Apple CarPlay is a trademark of Apple Inc. Siri, iPhone and iTunes are trademarks for Apple Inc, registered in the U.S. and other countries.

⁴ Vehicle user interface is a product of Google and its terms and privacy statements apply. To use Android Auto on your car display, you'll need an Android phone running Android 6 or higher, an active data plan, and the Android Auto app. Google, Android and Android Auto are trademarks of Google LLC.

- **Signature LED Daytime Running Lamps with Fade On / Fade Off Animation**

- Illuminate when your vehicle is running and headlamps are off

- **Available Sports Bar Package**

- Bed mounted sports bar
- 40" Off Road Roof Light Bar
- Power distribution box

- **Available Black assist steps**

- Textured step pads help provide secure footing

- **Off-Road suspension with 2" factory lift and ultra wide stance**

- Provides more ground clearance
- Improved approach and departure angles

- **Canyon Pro Safety**

- Forward Collision Alert¹
- Following Distance Indicator¹
- IntelliBeam¹
- Lane Keep Assist with Lane Departure Warning¹
- Automatic Emergency Braking¹
- Front Pedestrian and Bicyclist Braking¹

–Beginning at the start of production, certain vehicles will not be equipped with Following Distance Indicator functionality which will require a future software update to function.

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **HD Rear Vision Camera**

- Shows you a high-resolution digital image of the area directly behind your vehicle when you're in Reverse at low speeds¹
- Dynamic guidelines laid over the display image assist in parking maneuvers by showing the vehicle's path
- This may help you park and avoid nearby objects
- Tailgate must be in the raised position for the HD Rear Vision Camera to operate properly
- May require additional optional equipment

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **Hitch Guidance**

- Displays a guideline on the Rear Vision Camera view when you're in Reverse to help line up your hitch to your trailer¹
- When driving, Hitch Guidance allows you to briefly check your trailer using the Rear Vision Camera view

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **18" Dark Grey painted Aluminum wheels**
18" Dark Grey painted Aluminum wheels

- **Available MultiStow Tailgate™**

- Storage compartment

- **Cruise control**

- Maintains a selected speed while driving
- Automatically disengages when the vehicle's traction control system needs to limit wheelspin on slippery surfaces or when the StabiliTrak® stability control system detects an oncoming skid
- Set and resume speed functions

–Steering-wheel mounted controls to easily maintain and manage cruising speed

PACKAGE

- **Canyon Pro Safety**

- Forward Collision Alert¹
- Following Distance Indicator¹
- IntelliBeam¹
- Lane Keep Assist with Lane Departure Warning¹
- Automatic Emergency Braking¹
- Front Pedestrian and Bicyclist Braking¹
- Beginning at the start of production, certain vehicles will not be equipped with Following Distance Indicator functionality which will require a future software update to function.

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

MECHANICAL

- **2.7L Turbo High-Output engine**

- 310 hp [230 kW] @ 5600 rpm
- 430 lb-ft of torque [583 Nm] @ 3000 rpm
- Paired with an 8-speed automatic transmission

- **8-speed automatic transmission**

- Electronically controlled with overdrive
- Tow/Haul mode
- Raises transmission upshift points to provide more power to accelerate with a trailer or heavy load
- Raises downshift points to use engine compression to help slow the truck instead of merely braking
- Powertrain Grade Braking
- Automatically uses the engine and transmission to slow the truck to maintain desired speeds when driving downhill
- Reduces brake wear and increases vehicle control
- Cruise Grade Braking

- Downshifts automatically to slow the truck as it drives downhill if it exceeds the cruise set speed by a certain amount
 - **3.42 rear axle ratio**
 - May require additional optional equipment
 - **Push Button Start**
 - **Automatic Stop/Start**
 - At complete stops, when drivers keep their foot on the brake pedal, and under certain conditions, the engine shuts off
 - When drivers remove their foot from the brake, the engine automatically restarts
 - Includes disable button with each engine cycle
 - **Engine control stop/start with disable button**
 - **Rear wheel drive**
 - **Heavy-duty 800 cold-cranking amps battery**
 - Maintenance-free with rundown protection and retained accessory power
 - **170-amp alternator**
 - **Black horizontal recovery hooks**
 - Two front frame-mounted¹
- ¹ To avoid the risk of injury, never use recovery hooks to tow a vehicle.
- **Fully boxed frame**
 - Hydroformed front section
 - High-strength steel
 - **6,100 lbs. GVWR**
 - When properly equipped; includes weight of vehicle, passengers, cargo and equipment
 - **Off-Road suspension with 2" factory lift and ultra wide stance**
 - Provides more ground clearance
 - Improved approach and departure angles
 - **Electric Power Steering**
 - Increases or decreases the amount of assist depending on the steering wheel angle
 - Steering assist is greater during low-speed maneuvers, such as parking

- **4-wheel antilock disc brakes**
 - Help reduce wheel lockup and maintain steering control during hard braking on most slippery surfaces
 - DuraLife™ brake rotors feature a hardened surface to reduce corrosion and provide quieter braking with less vibration. DuraLife™ rotors are hardened and strengthened during the manufacturing process
 - Brake system features a corrosion-fighting process called Ferritic Nitro-Carburizing (FNC) which can approximately double rotor life expectancy and reduce or minimize rust over non-FNC coated rotors
 - **Capless fuel fill**
 - Helps keep your hands clean of dirt and fuel during fill ups
-

INTERIOR

- **11.3" diagonal GMC Premium Infotainment System with Google built-in**
 - 11.3" diagonal GMC Premium Infotainment System with Google built-in, includes multi-touch display, AM/FM/SiriusXM¹ radio capable
 - Bluetooth^{®2} streaming audio for music and select phones
 - Wireless Apple CarPlay™ capability for compatible phones³
 - Wireless Android Auto™ capability for compatible phones⁴
 - Customize and manage entertainment and vehicle feature settings through the 11.3" diagonal touch-screen display
 - Use, control and manage select smartphone apps through the Infotainment system
 - Voice-activated technology for phone

¹ If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.ca for complete terms and how to cancel. All fees, content, features, and availability are subject to change. © 2022 Sirius XM Radio Inc. SiriusXM, Automatic, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

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⁴ Vehicle user interface is a product of Google and its terms and privacy statements apply. To use Android Auto on your car display, you'll need an Android phone running Android 6 or higher, an active data plan, and the Android Auto app. Google, Android and Android Auto are trademarks of Google LLC.

- **SiriusXM® with 360L 3-month Trial Subscription**

- Enjoy a 3-month Platinum Trial Subscription and enjoy the full SiriusXM with 360L experience¹
- This vehicle is equipped with SiriusXM with 360L. This advanced in-car technology will guide you to the most SiriusXM channels, shows and exclusive content for a ride that's uniquely you, with personalization features to make discovering your perfect soundtrack easier than ever before
- For the full SiriusXM with 360L experience, a Platinum Plan is required. If you subscribe to a lower package, certain features of 360L will not be available
- With the Platinum Plan you can listen when outside of your vehicle on the SXM App
- May require additional optional equipment. Some features, including streaming content and listening recommendations require GM connected vehicle services

¹ SiriusXM trial subscription is non-transferable and not redeemable for cash or credit. Satellite service not available in AK & HI. If you do not wish to enjoy your trial, you can cancel by calling the number below. Services is subject to the SiriusXM Customer Agreement and Privacy Policy, visit www.siriusxm.com to see complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services, content and features are subject to device capabilities and location availability or an active data connection. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

- **6-speaker audio system**

- Speakers are positioned throughout the cabin for outstanding sound quality and an enjoyable listening experience

- **Wireless Apple CarPlay/Wireless Android Auto capability for compatible phones**

- Can use Apple CarPlay¹ and Android Auto² wirelessly
- Apple CarPlay¹ and Android Auto² compatibility, both wired or wirelessly

¹ Vehicle user interface is a product of Apple, and its terms and privacy statements apply. Requires compatible iPhone®, and data plan rates apply. Apple CarPlay® is a trademark of Apple Inc. Siri®, iPhone® and iTunes® are trademarks of Apple Inc., registered in the U.S. and other countries.

² Vehicle user interface is a product of Google and its terms and privacy statements apply. To use Android Auto on your car display, you'll need an Android phone running Android 6 or higher, an active data plan, and the Android Auto app. Google, Android and Android Auto are trademarks of Google LLC.

- **Wi-Fi® hotspot capable**

- Terms and limitations apply. See onstar.com or dealer for details.
- May require additional optional equipment

- **Front bucket seats**

- **Seat trim, Cloth**

- **6-way manual driver seat**

- Position it forward or back, up or down, tilted back or upright

- **4-way manual front passenger seat**
 - Seat position forward and back
 - Seat position up and down
- **Manual-folding second row 60/40 split-bench seats**
 - Includes a manual release that lets you conveniently fold one or both of the second row seatbacks
 - Provides the flexibility to transport a variety of passenger and cargo combinations
- **Front center console**
 - Keep valuables and smaller items secure
 - Covered storage
 - Dual cupholders
 - USB ports¹ and auxiliary power outlet

¹ Not compatible with all devices.

- **Carpeted floor covering**
 - Color-keyed
- **Front carpeted floor mats**
 - Helps protect your interior from road debris and the elements
 - Engineered to fit your vehicle
- **Rear carpeted floor mats**
 - Helps protect your interior from road debris and the elements
 - Engineered to fit your vehicle
- **Sport-style steering wheel**
- **Steering-wheel mounted controls**
 - Allow the driver to easily operate the audio system, phone interface, cruise control and Driver Information Center controls
- **Manual tilt steering column**
 - Allows the steering wheel to be manually adjusted up or down
 - Provides extra comfort when entering or exiting the vehicle
- **8" diagonal multicolor Driver Information Center**
 - Includes driver personalization, warning messages and vehicle information
- **Off-Road Performance Display**

- **Vehicle health management**

- Provides advanced warning of vehicle issues

- **Rear Seat Reminder**

- Helps to remind the driver to check the back seat(s) before leaving the vehicle¹

- Activates when rear doors are opened and closed up to 10 minutes before or anytime while your vehicle is on

- Under certain conditions, once the vehicle is switched off, designed to sound audible chimes and display a visual message within the Driver Information Center

- Activates only once each time the vehicle is turned on and off, and would require re-activation on a second trip

¹ Does not detect people or items. Always check rear seat before exiting.

- **Power windows with driver express-up/down**

- Quickly raises the window or lowers it with the touch of a button

- **Power windows with front passenger express-down**

- Quickly lowers the window with the touch of a button

- If an obstruction is detected, the anti-pinch feature will auto-reverse

- **Power windows, rear, express-down**

- Quickly lowers the window with the touch of a button

- **Power door locks**

- Lockout protection helps you avoid locking keys in the vehicle

- **Keyless Entry and Start**

- Uses an integrated key fob sensor instead of a traditional key

- Keep your keys in your purse or pocket to start your vehicle

- **Cruise control**

- Maintains a selected speed while driving

- Automatically disengages when the vehicle's traction control system needs to limit wheelspin on slippery surfaces or when the StabiliTrak[®] stability control system detects an oncoming skid

- Set and resume speed functions

- Steering-wheel mounted controls to easily maintain and manage cruising speed

- **Theft-deterrent unauthorized entry system**

- Sounds the horn and flashes the turn signals when someone attempts to open the vehicle without the proper key or remote transmitter

- Helps deter unauthorized entry, helping to protect your vehicle
 - May require additional optional equipment
 - **12-volt power outlet**
 - Located in the center console
 - **Front USB ports**
 - 2 charge/Data ports¹ located on the front console
- ¹ Not compatible with all devices.
- **Rear USB Port**
 - USB port located rear of console
 - Charge only
 - **Single-zone climate control**
 - Maintains a selected temperature
 - Manual
 - **Rear air vents**
 - Provides cabin comfort for rear occupants
 - **Soft-touch instrument panel**
 - **Inside rearview manual day/night mirror**
 - Adjust the tilt of the mirror to help reduce glare during nighttime driving
 - **Driver and front passenger visors with passenger mirror**
 - **Interior center dome lights**
 - **Overhead courtesy lamp**
 - **Front passenger seatback map pocket**
 - Additional storage on the rear of the front passenger seatback
 - **GMC Connected Access capable**
 - Subject to terms. See onstar.com or dealer for details.
 - May require additional optional equipment

EXTERIOR

- **18" Dark Grey painted Aluminum wheels**

- **18" 265/65R18SL all-terrain, blackwall tires**
- **17" 265/70R17SL all-season, blackwall spare tire**
- **17" full-size spare steel wheel with Black finish**
- **CornerStep rear bumper**
- **Black beltline moldings**
- **Black wheel arch moldings**
- **Radiator Grille Shutters**
 - Automatic
- **LED projector headlamps**
- **Automatic on/off headlamps**
 - Setting the control to "Auto" turns on the headlamps to normal low-beam brightness when sensors detect a certain level of darkness, along with other exterior lights when darkness is detected
 - When you shut off the ignition and exit the car, the lights remain lit as you walk away
 - Headlamps will turn off automatically, after a set amount of time, to help save battery life
 - Automatic on/off feature helps illuminate your way when needed, and turns off headlamps automatically when you don't
- **IntelliBeam auto high beams**
 - Can automatically turn the vehicle's high-beam headlamps on and off according to surrounding traffic conditions
- **Cab-mounted cargo area lamps**
 - Activated by virtual switch located in the infotainment system
 - Illuminates the cargo box area
- **LED tail lamps**
- **Outside power-adjustable mirrors**
- **Black-painted mirror caps**
- **Deep-tinted glass**
 - All windows, except the driver and front passenger side glass, feature deep tinting

- Provides added protection from sun and glare
 - **Body-color door handles**
 - **Remote locking tailgate**
 - Utilize vehicle key fob to lock and unlock tailgate
 - May require additional optional equipment
-

SAFETY

- **Automatic Emergency Braking**
 - Works with Forward Collision Alert to help you avoid or reduce the severity of a front-end collision with a detected vehicle you're following¹
 - Camera technology is used to automatically provide hard emergency braking or enhance the driver's hard braking
 - This feature works at speeds below 84 mph
- ¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.
- **Front Pedestrian Braking with Bicyclist Detection**
 - Can help you avoid or reduce the severity of a front-end collision with a pedestrian and bicyclist it detects directly ahead of you¹
 - It provides alerts and can even automatically provide hard emergency braking or enhance the driver's hard braking
 - It has limited nighttime and low visibility performance
 - The system works at speeds below 50 mph during the daytime
- ¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.
- **StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist**
- **Signature LED Daytime Running Lamps with Fade On / Fade Off Animation**
 - Illuminate when your vehicle is running and headlamps are off
- **6 airbags**
 - Frontal airbags for driver and front outboard passenger¹
 - Seat-mounted side-impact airbags for driver and front outboard passenger¹

- Head-curtain airbags for front and rear outboard seating positions¹
- Includes Passenger Sensing System which automatically switches the front passenger seat frontal airbag on or off and illuminates a status light that indicates whether the airbag is on or off¹

¹ Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.

- **Front outboard Passenger Sensing System for frontal outboard passenger airbag¹**
- **OnStar® & GMC Connected Services capable**
 - Terms and limitations apply. See onstar.com or dealer for details.
- **HD Rear Vision Camera**
 - Shows you a high-resolution digital image of the area directly behind your vehicle when you're in Reverse at low speeds¹
 - Dynamic guidelines laid over the display image assist in parking maneuvers by showing the vehicle's path
 - This may help you park and avoid nearby objects
 - Tailgate must be in the raised position for the HD Rear Vision Camera to operate properly
 - May require additional optional equipment

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **Hitch Guidance**
 - Displays a guideline on the Rear Vision Camera view when you're in Reverse to help line up your hitch to your trailer¹
 - When driving, Hitch Guidance allows you to briefly check your trailer using the Rear Vision Camera view

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **Hitch View**
 - Offers a close-up Hitch View¹ when you're in Reverse to help line up your hitch to your trailer
 - When driving, Hitch View allows you to briefly check your trailer connection using the Rear Vision Camera view

- Shifting into Park while in this view will automatically engage the Electric Parking Brake

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **Lane Keep Assist with Lane Departure Warning**

- Uses a brief, gentle steering wheel turn to alert you when you may be unintentionally drifting out of detected lane lines, so you can steer to stay safely in your lane¹
- If needed, you may receive additional Lane Departure Warning alerts
- System alerts do not occur if you're using your turn signal or it detects you may be intentionally leaving your lane

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- **Following Distance Indicator**

- Displays the gap time in seconds between your vehicle and a detected vehicle you're following¹
- This can help you decide if you're following much too closely
- Beginning at the start of production, certain vehicles will not be equipped with Following Distance Indicator functionality which will require a future software update to function.

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **Forward Collision Alert**

- Can warn you if it detects a potential front-end collision with a vehicle you're following so you can quickly take action¹
- It can also provide a tailgating alert if you're following a vehicle much too closely
- May require additional optional equipment

¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.

- **Rear child security door locks**

- When electrically activated, prevents passengers from opening the rear doors from inside the vehicle

–Allow rear doors to open from outside of the vehicle only

- **Teen Driver**

- This configurable feature lets you activate customizable vehicle settings associated with a key fob to help encourage better driving behavior¹
- It can limit certain vehicle features, and automatically turns on certain safety systems if vehicle is equipped
- An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Includes Buckle-to-Drive which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not fastened

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- **Buckle to Drive**

- Prevents the vehicle from being shifted out of Park until the driver seat belt is fastened
- Times out after 20 seconds and can be turned on/off in Settings menu

- **Tire Pressure Monitoring System**

- Monitors the pressure in each tire and alerts you if there is a low-pressure condition in one or more of the tires¹
- Includes Tire Fill Alert¹
- Tire pressure display of current PSI available in the Driver Information Center

¹ Does not monitor spare tire.

- **Tire Fill Alert**

- Provides visual and audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure¹
- Requires vehicle to be started and driver door closed

¹ Does not monitor spare tire.

- **3 Years of OnStar® and Connected Services Plan**

- Access the entire suite of OnStar Safety & Security and Connected Services
- Terms and limitations apply. See onstar.com or dealer for details.
- May require additional optional equipment

WARRANTY

- **1 Scheduled Maintenance Visit¹**
1 Year/1 Visit

¹Maintenance visit must occur within first year of vehicle delivery. Service visit consists of ACDelco Oil and Filter Change/Tire Rotation/MPVI. Does not include air filters. See participating dealer for other restrictions and complete details.

- **Bumper-to-Bumper Limited Warranty¹**
3 Years/36,000 Miles

¹Whichever comes first. See dealer for details.

- **Corrosion Protection¹**
3 Years/36,000 Miles
Rust-Through
6 Years/100,000 Miles

¹Whichever comes first. See dealer for details.

- **Powertrain/Drivetrain Limited Warranty¹**
5 Years/60,000 Miles
Qualified Fleet Purchases: 5 Years/100,000 Miles

¹Whichever comes first. See dealer for details.

- **Roadside Assistance Program¹**
5 Years/60,000 Miles
Qualified Fleet Purchases: 5 Years/100,000 Miles

¹Whichever comes first. See dealer for details.

MATCHING VEHICLES FOUND IN INVENTORY

 Home Location 91101 [Edit](#)

[VIEW ALL INVENTORY](#)



[Send](#)



[Save](#)



[Print](#)

[LOCATE A DEALER](#)[REQUEST A QUOTE](#)[VALUE TRADE-IN](#)

GMC LIVE

See the Canyon with GMC [Live[†]](#) featuring a one-on-one virtual experience that allows you to talk live with a product specialist in real time.

[VISIT VIRTUAL SHOWROOM](#)[Message Us](#)

- MSRP excludes tax, title, license and dealer fees.
- MSRP excluding installation, taxes and wheel components (if applicable). Dealer prices may vary. Some accessories may require purchase of additional equipment and/or services. See dealer for details.
- MSRP excludes tax, title, license and dealer fees.

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[California Residents: Do Not Sell My Information](#)

BUYER		CO-BUYER		Deal #: 295975	
CITY OF HUNTINGTON PARK HUNTINGTON PARK, CA 90255 Cell #: (323) 388-6145 Email: fsantacruz@hpcg.gov				Deal Type: Retail	
				Deal Date: 07/03/2023	
				Print Time: 10:17am	
				Salesperson: JONATHAN SAILLANT	
VEHICLE					
New ☒ Used ☐ Demo ☐	Stock #:	Description:	VIN:	Mileage: 0	
TRADE					
AFTERMARKETS					
			MSRP:	\$	40,985.00
			Sale Price:	\$	40,985.00
			Total Financed Aftermarkets:	\$	0.00
			Total Trade Allowance:	\$	0.00
			Trade Difference:	\$	40,985.00
			Doc Fee:	\$	85.00
			State & Local Taxes:	\$	4,209.68
			Total License and Fees:	\$	851.75
			Total Cash Price:	\$	46,131.43
			Total Trade Payoff:	\$	0.00
			Delivered Price:	\$	46,131.43
			Cash Down Payment + Deposit:	\$	0.00
			Sub Total:	\$	46,131.43
			Service Agreement:	\$	0.00
			Maintenance Agreement:	\$	0.00
GAP Insurance:	\$	0.00			
Credit Life, Accident & Health:	\$	0.00			
Other:	\$	0.00			
Amount Financed:	\$	46,131.43			
Total Aftermarkets: \$ 0.00					
Rate: Amount Financed: \$ 46,131.43					
All Vehicles Subject to Prior Sale Offer Expires at close of business on day printed Based On Above Average Approved Credit					

ITEM NO. 13



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide fixed-route shuttle bus transportation services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

All Fixed Route services follow repetitive, fixed schedules along consistent routes, picking passengers up from and delivering them to specific locations. This service operates in a loop, going back and forth between the set pick up and drop off locations. The City's local fixed-route service runs alongside regular vehicular traffic, Metro bus service and the weekend trolley line. This service is designed to meet most of the travel needs of our community. This service typically runs slower than Metro's bus lines though serves a larger number of destinations. This service is also the least costly of all fixed route options. This shuttle stops at the most important destinations within the City.

A formal RFP (Attachment 1) will be published to solicit proposals from qualified vendors to provide the necessary services. The following is a tentative schedule:

RFP ISSUED	July 21, 2023
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CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

July 18, 2023

Page 2 of 3

MANDATORY PRE-SUBMITTAL MEETING: 9:00 AM	August 8, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 11, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 14, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 23, 2023
TENTATIVE CITY COUNCIL AWARD DATE	September 5, 2023
APPROXIMATE NOTICE TO PROCEED DATE	September 25, 2023

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform this service. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIXED-ROUTE
SHUTTLE BUS TRANSPORTATION SERVICES**

July 18, 2023

Page 3 of 3

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. RFP

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES
PROPOSAL DUE DATE: WEDNESDAY, AUGUST 23, 2023, 2:00 P.M.**

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croltan@hpca.gov

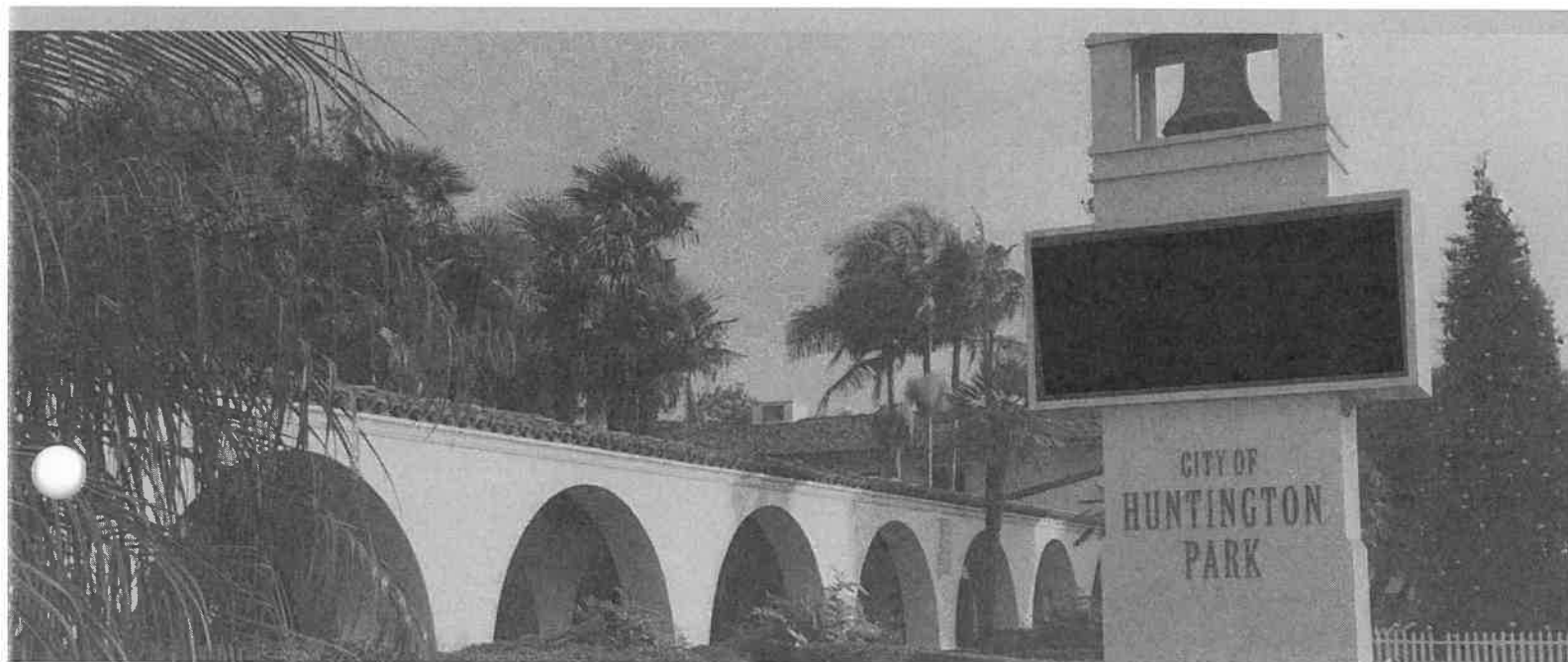


Table of Contents

1.	INTRODUCTION	3
2.	OVERVIEW	3
3.	SCOPE OF SERVICES	3
A.	Task 1.....	3
4.	KEY PERSONNEL	6
5.	CITY’S STANDARD PROFESSIONAL SERVICES AGREEMENT	6
6.	INSURANCE REQUIREMENTS.....	6
7.	EVALUATION CRITERIA.....	6
8.	SELECTION PROCESS.....	7
9.	REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....	7
10.	FEE.....	9
11.	QUESTIONS REGARDING THIS RFP.....	9
12.	PROPOSAL SUBMITTAL PROTOCOL.....	9
13.	PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION ..	10

Request for Proposal

Fixed-Route Shuttle Bus Transportation Services

Page | 3

1. INTRODUCTION

The City of HUNTINGTON PARK (City) provides fixed-route public transit within the City and partially near surrounding cities. City has five (5) bus shuttles and two (2) trolleys. City is seeking competitive proposals from qualified professionals to provide Fixed-Route Shuttle Bus Transportation Services. The City's looks to work with the best possible level of contractor that provides State of California licensed commercial drivers with excellent customer service.

Proposals will be accepted until **2:00 pm on Wednesday, August 23, 2023.**

2. OVERVIEW

The City operates the local transit bus from 6:30 AM to 6:30 PM on weekdays and from 8:00 AM to 5:00 PM on Saturdays. The local transit bus service does not operate on Sundays or on the following holidays: New Years, Labor Day, Thanksgiving and Christmas. It operates Saturday service on Presidents Day, Memorial Day and Independence Day.

A mandatory pre-submittal proposal meeting is scheduled for Tuesday, August 8, 2023 at 9:00 a.m.; City of Huntington Park Public Works Yard, 6990 Miles Avenue, Huntington Park, CA 90255. Proposers must attend the meeting to be eligible to submit a proposal. Proposers will view the facility. This is an opportunity for interested proposers to ask questions and take notes. It shall be the responsibility of the vendor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

3. SCOPE OF SERVICES

This Scope of Services provides general parameters and is not intended to be a complete list of all the terms, conditions, obligations and requirements of the services to be rendered. The successful proposer will perform the shuttle bus operation responsibilities in accordance with the requirements of the agreement. The vendor applying should have significant experience in providing this type of services.

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

A. Task 1

- Proposals will be evaluated according to the following criteria:
 - Experience with similar projects/programs/services
 - Familiarity with the City and surrounding area

- Demonstrate competence to perform work specific in this RFP, the ability to meet the schedule, and compliance with all applicable federal reporting regulations and requirements
- Assigned personnel's qualifications and availability

This program is partially funded with Federal Transit Administration (FTA) and Los Angeles County Metropolitan Transportation Authority (MTA) funds and must comply with FTA and MTA requirements. Federal and County requirements and certifications found in the Appendix are considered a part of this RFP and will become a part of the contract for vendor services.

Additionally, contractor is responsible to maintain the following:

- BMV (TAP card) equipment
- All inspections associated with the Department of Motor Vehicles, California Highway Patrol and any other Federal, State, County and local entity as it relates to the safe operation of the vehicles.
- Proper ridership demographic data and records (fuel consumption, monthly mileage, number of monthly riders, etc.) for reporting purposes.
- Updated policies and procedure manuals.
- Reporting of any incidents and customer complaints logs.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or

applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

- **Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- Immigration and Naturalization Act of 1986 – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. INFORMATION AND REPORTS

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, MTA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions.

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT. City Manager to negotiate final terms of the agreement with the vendor/contractor.

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

- Expertise, Experience and Training Plus Prior Contracting History (85%) – The expertise, experience and training of the vendor and its key personnel and the previous experience and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the vendor's prior contracting history, including the review of the vendor's

certifications relating to false claims, debarment and civil litigation.

- Operational Approach (10%) – The contractor's responsiveness in developing a comprehensive plan to oversee the program and meet all regulatory requirements and the City's specific needs.
- Compliance with RFP (5%) – The ability of the vendor to comply with all instructions set forth under this RFP as well as the vendor's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care. City Manager to negotiate final terms of the agreement with the vendor/contractor.

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

8. SELECTION PROCESS

A selection committee may review the bid proposals. Bid proposals will be ranked based on qualifications and an interview may take place with the top ranked vendors. However, at its sole discretion the City may dispense with interviews and select a vendor to perform the work.

- Negotiations regarding a fair and reasonable price may occur subsequent to vendor selection.
- City Manager to negotiate final terms of the agreement with the vendor.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

Request for Proposal

Fixed-Route Shuttle Bus Transportation Services

Page | 8

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

Project Approach: Maximum 2-page of the proposed approach to providing this specific service. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP. Include a brief overview of the Vendor's understanding of the program. The content will reflect the particular viewpoint of the Vendor.

Proposed Personnel: Maximum 2-page resume for the project manager/operator and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each vendor must include at least 2 agency references going back not more than five (5) years from the issuance of this RFP in which the vendor 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 vendor 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 vendor's work.

Fee Structure Proposal: Maximum 1-page detailed cost estimate to fully operate and oversee the system; in compliance with all applicable federal, state, county and local requirements. Keep in mind all tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to

Request for Proposal

Fixed-Route Shuttle Bus Transportation Services

Page | 9

photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the vendor's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **"Fixed-Route Shuttle Bus Transportation Services"** and addressed to the above-mentioned location. The envelope shall contain the name and address of the vendor clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, August 11, 2023**. In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFP no later than **August 14, 2023**. The addendum and/or responses will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, August 23, 2023**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals may not be accepted.

Request for Proposal**Fixed-Route Shuttle Bus Transportation Services**

Page | 10

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	July 21, 2023
MANDATORY PRE-SUBMITTAL MEETING: 9:00 AM CITY OF HUNTINGTON PARK PUBLIC WORKS YARD 6990 BISSELL STREET, 90255	August 8, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 11, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 14, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 23, 2023
TENTATIVE CITY COUNCIL AWARD DATE	September 5, 2023
APPROXIMATE NOTICE TO PROCEED DATE	September 25, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE 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 operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

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

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

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) 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 assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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

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

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

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

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

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

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

V.
INDEMNIFICATION

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

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

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY 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 indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C 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 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

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

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

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

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

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

Request for Proposal Fixed-Route Shuttle Bus Transportation Services

Page | 36

SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD
CERTIFICATE OF LIABILITY INSURANCE

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: Agent or Broker Name & Address

INSURED: Insured Name & Address

DATE: (MM/DD/YYYY)

INSURER(S) AFFORDING COVERAGE:

COVERAGES:

TYPE OF INSURANCE	POLICY NUMBER	CURRENT POLICY PERIOD	LIMITS
☒ COMMERCIAL GENERAL LIABILITY	Policy Number	Current Policy Period	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES: \$1,000,000 MED. EXP. (incl. legal fees): \$5,000 PERSONAL & ADV. \$1,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COMPLETED OPS: \$1,000,000
☒ AUTOMOBILE LIABILITY	Policy Number	Current Policy Period	OWNED SINGLE UNIT: \$1,000,000 BOILER & MACH. (per person): \$1,000,000 BOILER & MACH. (per accident): \$1,000,000 PROPERTY DAMAGE (per accident): \$1,000,000
☒ UMBRELLA LIAB.	Policy Number	Current Policy Period	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Current Policy Period	E&L EACH ACCIDENT: \$1,000,000 E&L DISEASE - EA EMPLOYEE: \$1,000,000 E&L DISEASE - POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101. Additional Remarks Schedule, only be attached if extra space is required):

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

CERTIFICATE HOLDER: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

6550 Miles Avenue

Huntington Park, CA 90255

www.hpcap.gov

(323) 584-6231

Request for Proposal
Fixed-Route Shuttle Bus Transportation Services

Page | 37

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law, and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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

ITEM NO. 14



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

July 18, 2023

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

Dear Mayor and Members of the City Council:

COUNCIL APPOINTMENT TO THE HEALTH AND EDUCATION COMMISSION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make an appointment to the Health and Education Commission consistent with provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

On June 1, 2015, the City Council adopted Ordinance No. 939-NS, Establishing a Youth Commission. All members shall be between the ages of 14 and 19 years of age at the time of appointment. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

Individuals appointed to Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

There is no fiscal impact. Compensation for added Commissioners has been budgeted for FY 2023/24 to account 111-0123-413.19-05.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After appointment City Clerk will notify applicants of their appointments.

COUNCIL APPOINTMENTS TO VARIOUS COMMISSION

February 21, 2023

Page 2 of 2

Respectfully submitted,



RICARDO REYES

City Manager



EDUARDO SARMIENTO,

City Clerk

ATTACHMENT(S)

- A. Commission Application.
- B. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

Application for Service on City Commission

(Please check the commission on which you wish to serve)

☐	Civil Service Commission	☐	Health & Education Commission
☐	Historic Preservation Commission	☐	Parks and Recreation Commission
☐	Planning Commission	☐	

Name Ana Garsia Telephone: Day [REDACTED]

E-mail address [REDACTED] Evening [REDACTED]

Residence address [REDACTED]

Resident of HP for 38 years

Do you work in HP? NO If yes, how long?

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

I'm a Certified medical assistant. I also work for IHSS, I feel that falls under health. I've been working for SEIU 2015 for six years.

Other volunteer activities or organizations you are involved with.

I've done volunteering for my union. I've volunteered for the city of Hunt. Park back in 2000 for Ms. Avila election. I recently went to Sacramento to help out with CCA and SEIU 99 for their rally.

Briefly state reasons why you are interested in serving on a commission.

I feel that it would be a great way to involved our union with the city of Hunt Park.

List city, county, or other commissions or committees on which you have served and year(s) served.

I was part of the IHSS LA county contract negotiations in 2022. And I also did the Karen Bass campaign.

What are your goals in serving on this commission?

My goal is to serve the city of Hunt Park as best as I can. And to meet new people who can maybe share some ideas. To make Hunt Park a great city.

Each person seeking a position on a Commission shall complete an application and submit to a Live Scan background check upon appointment and before sworn into office. Some Commissions may be requested to file a Conflict of Interests Statement pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature



Date

7/11/2023

Print Name

Andy Garcia

Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and upon appointment shall submit to a Live Scan background check before sworn into office. (Resolution No. 2015-19, Ordinance No. 939-NS).

Term of Office.

Each Commissioner's term shall be for a period of four (4) years, unless removed by the appointing Council Member or as a result of disqualification, no Commissioner shall serve for a period which exceeds the time in office for the Council Member appointing the Commissioner. In the event that the appointing Council Member completes his or her term, vacates their office or otherwise is no longer holding office, the term of the Commissioner appointed by said Council Member shall end. However, nothing contained in this section shall prevent another Council Member of the new Council Member from appointing the individual back to the same Commission or to a different Commission. (Resolution No. 2015-19).

Meetings.

Meetings of each Commission varies as set by the Commission.

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

-----Office Use Only-----

_____ Date of Appointment

_____ Date of Reappointment

Rev 8/2016

ATTACHMENT "B"

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1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
appointment is made within sixty (60) days of assuming office, or from the adoption of
this Resolution, or from a vacancy occurring for said Commission position, the Mayor
shall appoint a member to the vacant seat.

8 Commission members may be removed from their appointment due to
9 disqualification as provided for in this Resolution or upon the sole decision by the
10 Councilmember who appointed that Commissioner. All appointments or removal of
11 Commissioners shall occur at an open meeting of the City Council. If removal of a
Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
address on file with the City.

12 **SECTION 4: Term of Office.**

13 Each Commissioner's term shall be for a period of four years, unless removed
14 by the appointing Councilmember or as a result of disqualification as set forth herein.
15 Notwithstanding the foregoing, no Commissioner shall serve for a period which
16 exceeds the time in office for the Councilmember appointing that Commissioner. In
17 the event that the appointing Councilmember completes his or her term, vacates their
18 office or otherwise is no longer holding office, the term of the Commissioner appointed
by said Councilmember shall end. However, nothing contained in this section shall
prevent another Councilmember or the new Councilmember from appointing the
individual back to the same Commission or to a different Commission.

19 **SECTION 5: Vacancy Due to Disqualification.**

20 When a member no longer meets the qualifications for the Commission, the
21 member is therefore disqualified, and the office shall thereupon become vacant.

22 **SECTION 6: Vacancy.**

23 If for any reason a vacancy occurs, it shall be filled by appointment by the
24 member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

25 **SECTION 7: Quorum.**

26 A majority of the total number of members of the Commission shall constitute a
27 quorum for the transaction of business, but a lesser number may adjourn from time to
28 time for want of quorum and until a quorum can be obtained.

1 **SECTION 8: Purpose.**

2 The purpose, duties and responsibilities of each Commission shall be
3 established by the City Council by ordinance and codified in the Huntington Park
4 Municipal Code.

5 **SECTION 9: Organization.**

6 Annually in the month of March, the Commission shall elect one of its members
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff
liaisons shall act as the conduit for all communications to the City Council.

8 **SECTION 10: Meetings.**

9 Regular meetings of the Commission shall be as set by each Commission. The
10 place of such meetings shall be at City Hall unless otherwise designated by the City
11 Council or approved by a majority of the total membership of the Commission. When
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be
13 held on such holiday, but shall be held at the same hour on the next succeeding day
14 thereafter which is not a holiday. All meetings of the Commission shall be open and
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing
open public meetings. The Commission shall adopt its own rules for the transaction of
its business and keep a record of resolutions, findings and recommendations and
actions voted upon. A report of each meeting of the Commission shall be given to the
City Council.

16 **SECTION 11: Termination of Commission.**

17 Termination of the Commission shall be done at the will and vote of the City
18 Council.

19 **SECTION 12: Compensation.**

20 Commission member compensation shall be set by resolution of the City
21 Council.

22 **SECTION 13: Commission Handbook.**

23 All Commission Members must adhere to the provisions contained and
24 referenced in the City of Huntington Park Commission Handbook as approved by the
City Council.

25 **SECTION 14:**

26 The City Clerk shall certify to the adoption of this Resolution.
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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezcua

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.


Donna G. Schwartz, CMC, City Clerk