CITY OF HUNTINGTON PARK

REVISED

City Council Special Meeting Agenda
Wednesday, September 17, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor

Ofelia Hernandez
Council Member

Mario Gomez
Council Member

Valentin Palos Amezquita
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.huntingtonpark.org. 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 PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

Public Comment

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 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. 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

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.

Consent Calendar

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. The City Council Members have received detailed staff reports on each of the items recommending an action. 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.

Important Notice

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

FLAG SALUTE

INVOCATION

ROLL CALL Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezquita
Council Member Mario Gomez

PRESENTATIONS AND ANNOUNCEMENTS

Proclamation proclaiming September 2014 as Childhood Cancer Awareness Month

Overview of Closed Session Requirements

Recap of Salt Lake Park Soccer Field Grand Opening Celebration

Presentation to Roxana Villarreal, recipient of Chamber of Commerce Huntington Park Youth Scholarship Program

Presentation of a donation from Southern California Edison to the Old Timers Foundation in the amount of $5,000

Presentation by Jade Family Services

PUBLIC COMMENT (CLOSED SESSION ITEMS ONLY)

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Sections 54956.9(d)(4) -
   Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation (Deciding Whether to Initiate Litigation): [One (1) potential matter]

2. Pursuant to Government Code Section 54957(b)(1) –
   Public Employee Employment
   Name of Position Under Consideration: Interim City Manager

3. Pursuant to Government Code Section 54957.6(a) –
   Conference with Labor Negotiator Regarding Represented Employees
   City's Designated Representative(s) for Negotiations: Julio Morales, Interim City Manager
   Employee Organization: General Employees Association

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

PUBLIC COMMENT

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

1. Approve Minutes of the following City Council meetings:

1-1 Regular meeting held Monday, August 18, 2014
1-2 Special meeting held Monday, August 26, 2014

2. A Resolution of the City of Huntington Park, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be held on Tuesday, March 3, 2015; and

A Resolution of the City Council of the City of Huntington Park, California, Providing for the Conduct of a Special Runoff election for Elective Offices in the Event of a Tie Vote at any Municipal Election

RECOMMENDATION OF ITEMS UNDER CONSIDERATION:

1. Approve Resolution No. 2014-30, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, March 3, 2015; and

2. Approve Resolution No. 2014-31, for the conduct of a special runoff election for elective offices in the event of a tie vote at any Municipal Election.

FINANCE DEPARTMENT

3. Approve Accounts Payable and Payroll Warrants dated September 15, 2014.

CITY MANAGER

4. Approve the First Amendment to the Agreement with AIM Consulting Services for Construction Management and Inspection Services; Previously Authorized by Council on July 7, 2014

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the agreement with AIM Consulting Services for construction management and inspection services; and

2. Authorize the Interim City Manager to execute the agreement.

5. Approve the Agreement with Evans Brooks Associates for Transportation Planning Support; Previously Authorized by Council on July 7, 2014

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Evans Brooks Associates for transportation planning support; and

2. Authorize the Interim City Manager to execute the agreement

6. Approve the First Amendment to the Agreement with Transtech Engineers, Inc. for City Engineer and Building and Safety Services; Previously Authorized by Council on July 7, 2014

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the agreement with Transtech Engineering, Inc. for city engineering and building & safety services; and

2. Authorize the Interim City Manager to execute the agreement.

7. Approve the First Amendment to the Agreement with Parking Company of America for the Parking Structure at 7015 Rita Avenue; Previously Authorized by Council on July 21, 2014

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the agreement with Parking Company of America for the parking structure at 7015 Rita Avenue; and

2. Authorize the Interim City Manager to execute the agreement.

8. Notice of Completion for the Salt Lake Park Artificial Turf Soccer Field Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that the requested Changes in Work have no significant effect on the environment and approve changes and revisions to the construction contract in the amount of $26,246; and

2. Accept the work completed under contract by Asphalt Fabric & Engineering, Inc. (AF&E) and authorize the City Clerk to file a Notice of Completion with the LA County Registrar-Recorder's Office and if no claims are filed authorize the release of retention; and

3. Approve the final project budget

END OF CONSENT CALENDAR

PUBLIC HEARING

9. Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2013-2014

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments; and
2. Close the public hearing; and
3. Adopt Fiscal Year 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 26, 2014.

10. FIRST READING OF ORDINANCE AMENDING THE ZONING MAP AND ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE, COMMONLY KNOWN AS SOUTH REGION ELEMENTARY SCHOOL NO. 5.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Consider all public testimony and staff's analysis; and
3. Approve the First Reading of Ordinance, amending the Zoning Map designation from High-Density Residential (RH) to Public Facilities (PF) for properties located at 3232 Saturn Avenue; and
4. Approve Resolution, amending the General Plan Land Use Map designation from Residential High-Density to Schools for properties located at 3232 Saturn Avenue.

11. FIRST READING OF ORDINANCE, AMENDING THE ZONING MAP AND ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET, COMMONLY KNOWN AS SOUTH REGION HIGH SCHOOL NO. 7.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Consider all public testimony and staff's analysis; and

3. Approve the First Reading of Ordinance, amending the Zoning Map designation from Manufacturing Planned Development (MPD) and Open Space (OS) to Public Facilities (PF) for properties located at 6361 Cottage Street; and

4. Approve Resolution, amending the General Plan Land Use Map designation from Industrial/Manufacturing and Open Space to Schools for properties located at 6361 Cottage Street.

REGULAR AGENDA

COMMUNITY DEVELOPMENT

12. RESOLUTION TO AWARD A CONTRACT TO CLEAN UP A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET (SOUTHLAND STEEL SITE)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution, authorizing the City to enter into a Project Contract with Innovative Construction Solutions, Inc. to clean up contaminated property located at 5959-6169 South Alameda Street, also known as "Southland Steel" property for an amount of $870,982, which approval will be contingent upon the Department of Finance approving the recordation of a deed of trust on the property, securing payment of the DTSC loan described in this staff report; and

2. Approve a contingency cost for the project budget in an amount not to exceed 20 percent ($174,196) of the contract amount, and authorize the City Manager to execute change orders in an amount not to exceed this budget contingency; and

3. Authorize the City Manager to execute the contract.

13. Approval of an Emergency Loan from the City of Huntington Park to the Successor Agency of the Community Development Commission of the City of Huntington Park to pay an Arbitrage Rebate Liability to the United State Internal Revenue Service to be Placed Under Item Number 27 of the Recognized Obligation Payment Schedule in an amount not to exceed $3,500,000.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Emergency Loan from the City of Huntington Park to the Successor Agency of the Community Development Commission of the City of Huntington Park to pay an Arbitrage Rebate Liability to the United State Internal Revenue Service to be Placed Under Item Number 27 of the Recognized Obligation Payment Schedule in an amount not to exceed $3,500,000.

14. RESOLUTION OF THE CITY COUNCIL TO RECORD A DEED OF TRUST FOR THE PROPERTY LOCATED AT 6538 MILES AVENUE TO BE PLEDGED AS COLLATERAL FOR A $800,000 LOAN THE CITY RECEIVED FROM THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL TO REMEDIATE THE PROPERTY

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a resolution of the City Council to record a deed of trust for the Police Annex Building located at 6538 Miles Avenue to be pledged as collateral for an $800,000 loan from the Department of Toxic Substances Control.

FINANCE DEPARTMENT

15. Approval of Various Special Fund Budgets (presentation only)

16. Discussion and/or Action on Funding Christmas Lights in Downtown Huntington Park

PUBLIC WORKS DEPARTMENT

17. Discussion on Overnight Parking in Downtown Huntington Park

CITY MANAGER

18. Discussion on Eco-Rapid Rail Alternative Routes

19. Discussion on Community Event by El Salvador Consulate

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Mayor Rosa E. Perez

Vice Mayor Karina Macias

- Discussion on Financial Resources Fair

Council Member Ofelia Hernandez

Council Member Valentin Palos Amezquita

- Discussion to Obtain Grant Funding for Irrigation Projects

Council Member Mario Gomez

ADJOURNMENT

In Memory of Adrian De La Cruz, Uncle of Rosa E. Perez, Mayor of the City of Huntington Park

In Memory of Yolanda Niebla, Sister of Veronica Lopez, Planning Commissioner of the City of Huntington Park

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, OCTOBER 6, 2014 AT 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.huntingtonpark.org on the 15th of September, 2014.

Donna G. Schwartz, CMC
Interim City Clerk

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Regular Meeting held in the City Council Chambers
6550 Miles Avenue, Huntington Park, California
Monday, August 18, 2014 at 6:00 p.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 6:17 p.m.

INVOCATION

Mayor Perez led the assembly in the invocation.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Vice Mayor Macias.

ROLL CALL

Present: Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezquita
Council Member Mario Gomez

Absent: None

PRESENTATIONS AND ANNOUNCEMENTS

Recognition to the following City of Huntington Park Police Employees:

- **Officer of the year, Anthony Rendon**
- **Dispatcher of the year, Luisana Candelario**
- **Volunteer of the year, Jesse Banda**
- **Explorer of the year, Antonio Lopez**
- **New Officer: Christopher Spindola**
- **New Reserve Officers: Hankil Lee and William Smith**

Following a brief presentation, Chief of Police Cisneros proudly announced the recognition of Police Department employees who bring safety to the community.

Lieutenant Alfred Martinez provided a brief background of each recognized employee and presented the recipients with Certificates of Appreciation.

Presentation of City Council meeting rules of decorum

City Attorney Isabel Birrueta presented a PowerPoint on the rules of decorum for Council meetings. She stated that in addition to compliance with state law, the rules followed guidelines established by the Huntington Park Council Handbook, Ethics Handbook, Brown Act, and the Municipal Code as they relate to Council meetings. Ms. Birrueta stated that a consensus of the Council was necessary for staff to be clear on direction given by Council. Ms. Birrueta reviewed the time limitations on public speaking and stated individuals have three minutes to speak on a given item during 1) Public Comments prior to the business portion of the agenda; 2) following public hearings for the specific item only; and 3) prior to Closed Session only on Closed Session items. Ms. Birrueta stated that individuals were limited to three minutes only unless waived by the City Council. After further discussion, Ms. Birrueta conceded that audience members were allowed up to nine minutes to address the Council (as an example given, three minutes for each: i) during public comments, ii) following public hearings, and iii) prior to Closed Session, if they so choose to address Council for each). However, if there are no public hearings or closed session items, individuals will be allowed to speak three minutes only during Public Comments. Ms. Birrueta added that the public is entitled to criticize and disagree with City policies and procedures as well as express their personal opinions; however, personal attacks that have nothing to do with the agenda or City business are not permitted.

Ms. Birrueta reviewed the expected decorum by Council members and stated that they should refrain from inappropriate behavior and derogatory comments. Ms. Birrueta added that the Chief of Police or designee can confront people speaking out of turn and if necessary escort them out of the meeting. Ms. Birrueta further reviewed additional issues related to City policy-making, communication between Council Members and staff, placement of items on agenda per Council's request, and disclosure of information by Council to the media. Ms. Birrueta stated that a presentation on Closed Session would be made at the next Council meeting.

Unveiling of new City sign on Florence Ave.

Interim City Manager Morales stated that this item would be held at the next Council meeting and in its place a presentation by the Los Angeles County Bomberos would be held.

Presentation by Ben Hernandez, President of Los Angeles County Bomberos Association

Mr. Ben Hernandez informed Council that the Los Angeles County Bomberos Association is a non-profit organization that offers training to firefighters ("bomberos") from Mexico and Latin American countries with limited training resources. Mr. Hernandez stated that this past June with the help of sponsors, and particularly Huntington Park Mayor Perez, a 7-day free training session was offered to firefighters from different areas of Mexico. On behalf of the Los Angeles County Fire Department and the Los Angeles County Bomberos Association, Mr. Hernandez presented an award of recognition to Mayor Perez for her support of the Bomberos Association.

PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY) - None

CLOSED SESSION

Pursuant to California Government Code Paragraph (1) of Subdivision (d) of Section 54956.9,
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: Yadira Lopez, Case No. WCAB No. ADJ9167991

Interim City Manager Morales noted that Closed Session would not be held, as the attorney for the item was in court. Mr. Morales added that the item would be held at future meeting.

END OF CLOSED SESSION

Mr. Morales recommended the following deviations to the order of the agenda by moving the below listed items to the beginning of the Agenda, immediately following Closed Session:

i) Item 9 (Solid Waste Franchise Agreement), Regular Agenda
ii) Item 3 (Athletic Facility use and allocation policy and fees), Consent Calendar; and
iii) Item 10 (Interview of City Manager recruiting firms), Regular Agenda

Council Member Gomez directed that comments from community members be heard (hold Public Comments first) prior to conducting City business, specifically Item 10, and that Items 9 and 3 be presented out of order.

PUBLIC COMMENTS

Mayor Perez opened and called for public comments, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

PUBLIC COMMENTS (continued)

Enrique Murillo (president of AARP, local chapter), stated that the Parks and Recreation Department wanted "to stop us" (senior citizens) and requested that the Director of Parks and Recreation be transferred to another department. Mr. Murillo asked the Council for help in preserving services to senior citizens.

Sandra Orozco, Maywood resident, stated that Mayor Perez constantly interrupts other Council Members during meetings. Ms. Orozco shared that she received an award of excellence by Reynoso's Hit and Walk for her service in the area and that her recent medical test results came back "good." Ms. Orozco stated that she attended Senator Lara's open house of his Huntington Park City Hall office and added that it was good that he's here to help the community.

Martin Delgado (Huntington Park Library), reported that the Los Angeles County Board of Supervisors had recently approved a new library schedule starting September 2, 2014, which includes new library hours on Mondays. Mr. Delgado distributed informational material on the various programs and workshops provided to students and the community and invited community members to visit the library.

Balle Machuca stated that for the past five to six years he has been trying to raise awareness of the public parking issue in the City. Mr. Machuca stated that parking is available for businesses but that the residents have been forgotten. Mr. Machuca stated that a group was being formed and asked what could be done to bring this item back on the agenda because the problem has not been fixed.

City Attorney Birrueta responded that Council Members could give direction to staff to place the item on the agenda.

Melissa Rosales spoke regarding "Restaurant Week" and stated that several restaurants had not been notified about the event and were unable to participate. Ms. Rosales stated that it would be a good idea to permit restaurants and local small businesses to be introduced during the upcoming street fair. Ms. Rosales stated that a "push" from the City would be beneficial to the businesses.

Cecilia Percival addressed Council in support of the Tiny Tots Program. Ms. Percival stated that she was advocating for the children of Huntington Park who need a program which incorporates essential values in education. Ms. Percival requested that the Tiny Tots Program not be eliminated.

Beatriz Rubalcava requested the continuance of the Tiny Tots Program. Ms. Rubalcava stated that children are our nation's future in need of this valuable program and that budget cuts should be made in other projects. Ms. Rubalcava added that she communicated with "Josette" who was very aggressive. Ms. Rubalcava further added that the City should provide bilingual staff to better communicate with the large Hispanic community.

Edgar Gordillo stated that the Tiny Tot Program was a very good program for the community and "begged" the City Council to not eliminate the program. Mr. Gordillo asked that the City offer more educational programs to the community and that it bring a capable person to work with the community and fight for the programs. Mr. Gordillo added that it is a shame that so much water is being wasted at the water well on Slauson (Avenue) by the high school. Mr. Gordillo stated that the spilled water is running off in the gutter when it could be used to irrigate homes or grassy areas at the park.

Susana Hernandez, representing the parents of the Tiny Tots Program, stated that they had communicated with Josette and (former City Manager) Rene Bobadilla about the need for the program and that nothing has been resolved regarding the potential cuts. Ms. Hernandez stated that they hoped to continue to have "Ms. Sonia" as their teacher, but they had been told that she would no longer be teaching. Ms. Hernandez asked that the program be continued for the benefit of the children. Ms. Hernandez added that

PUBLIC COMMENTS (continued)

program fees were too high compared to other cities. Ms. Hernandez further added that Josette was unprofessional and disrespectful in her communication and that they did not want her as Director of Parks and Recreation. Ms. Hernandez stated that they need a director who is creative in bringing more programs for the children and bilingual. Ms. Hernandez thanked the Council for listening and stated that they hoped Council would listen to their requests.

Virginia Salazar spoke in support of the Tiny Tots Program and stated that education for the children should be a priority and that educational programs should not be cut. Ms. Salazar spoke highly of "Ms. Sonia", stating that Ms. Sonia is patient and gives each child her time and effort. Ms. Salazar "begged" that the program not be terminated. Ms. Salazar asked her young son if he liked Ms. Sonia and he replied that he "really, really, really, really," liked Ms. Sonia.

Edmundo Perez spoke regarding the elimination of the Redevelopment Agency and existing Successor Agency debt. Mr. Perez stated that bankruptcy court was the solution to protect the interests of the City and offered his financial services at no cost to the City.

Rodolfo Cruz stated that residents should "be first" for the City Council. Mr. Cruz commented on i) water running "three weeks, 24-7" (water run-off), ii) his opposition to marijuana dispensaries in the City; iii) the awarded trash company is not suitable for Huntington Park; and iv) bankruptcy is the answer. Mr. Cruz stated that Council lets things "go out of hand" and that is the reason why Public Comments takes too much time, and asked the Council to "do something right."

Interim City Manager Morales stated that staff would come back at a future meeting for discussion of the water run-off issue.

Linda Caraballo stated that censorship will bring more people against Council. Ms. Caraballo further stated that Council should not prohibit public criticism and read from a government code pertaining to public comments and debates between Council Members. Ms. Caraballo added that Council could not ask for documentation from people who want to address Council. Ms. Caraballo spoke regarding campaign contributions and political corruption and stated that if the Council approves the trash hauling contract with UPW, the public will ask the State Attorney General's Office to look at the RFP's policies. Ms. Caraballo stated that the RFP was handled by Council in a "dirty" way.

City Attorney Birrueta clarified that she did state in her presentation that the public is entitled to criticize policies, rules, and procedures, and that the City is not here to censor anyone.

Ric Loya, former Mayor, stated that he had heard from three former Council Members regarding the waste hauling proposal process and awarding of the contract. Mr. Loya stated that there was a deadline to accept proposals and that a late proposal was accepted. Mr. Loya suggested changing water (irrigation) times to 7 a.m. as opposed to 6 a.m. Mr. Loya stated that he agreed with the former speaker regarding opposition to the pot (marijuana) dispensaries in the City.

Mayor Perez called for any other public comments, and hearing none, declared Public Comments closed.

Mayor Perez announced that copies of the UPW trash contract were available at the podium for anyone interested in reviewing the contract.

RECESSED At 8:16 p.m. Mayor Perez called for a 15-minutes recess. Council concurred

RECONVENED At 8:44 p.m. meeting reconvened with all Council Members present except Council Member Gomez, who returned to his seat at 8:47 p.m.

Interim City Manager Morales stated that Regular Agenda Item No. 9 would be held followed by Consent Item No. 3.

REGULAR AGENDA – PUBLIC WORKS DEPARTMENT ITEM NO. 9

9. Consideration of evaluation of United Pacific Waste's (UPW) legal actions and discussion and consideration of solid Waste Franchise Agreement with UPW

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive the evaluation of UPW's legal actions (Attachment A).

2. Determine whether or not to rebalance UPW's service rates to reflect across-the-board savings to all ratepayers or to accept the UPW rate schedules as proposed.

3. Determine whether or not to use refurbished carts at a savings of $1.25 per household per month.

4. Determine whether to allow collection start times to commence at 6:00 a.m. versus 7:00 a.m.

5. Approve the form of the solid waste franchise agreement that incorporates United Pacific Waste's proposal (Attachment B).

6. Adopt the Resolution (Attachment C) authorizing the Mayor to execute the solid waste franchise agreement with UPW.

Patrick Muñoz, Special Counsel, Rutan & Tucker LLP, provided a thorough summary of the analysis/evaluation conducted of UPW's legal actions and disclosure requirements as outlined in the RFP. Mr. Muñoz stated that they searched legal actions associated with UPW in Los Angeles and Orange Counties within the past 10 years (RFP requirement is "within the last five (5) years") and found that UPW was named a party in 77 cases, 33 of which were not within the relevant period, i.e., five years. Mr. Muñoz stated that none of the cases met the criteria for disclosure nor fell within the "material legal actions" RFP definition. Mr. Muñoz stated that based on the review and evaluation they find that UPW is in compliance with the requirements of the RFP.

Mr. Muñoz reported that UPW's proposal included a 2-year rate freeze and that the current $22.69 residential monthly rate would be reduced by $7.35 using the proposed reduced rates and refurbished carts. Mr. Muñoz explained details of the proposed rebalancing of commercial rates, whereby rather than having a 20 percent across-the-board rate reduction for all customers, the rebalancing would result in all commercial customers sharing a 17.1 percent reduction.

Mr. Muñoz reviewed key points of the terms of the agreement, and highlighted the changes that were made to the agreement since it was approved by the Council for circulation with the RFP so as to reflect the UPW proposal, and in particular noted:

i) the term of the agreement is 7½ years (7 years from July 2015) with three 1-year extensions at the Council's option at the end of the term;

REGULAR AGENDA – PUBLIC WORKS DEPARTMENT ITEM NO. 9 (continued)

ii) franchise fees are increased from 5 to 15 percent which is expected to increase City revenue by $250,000 to $300,000 in franchise fees (Mr. Morales added that the calculation was based on FY2012-13 numbers);
iii) 20 percent senior citizen discount will be provided instead of the current 10% discount;
iv) the franchise agreement cannot be sold or transferred to anyone without the Council's approval, which is subject to the Council's sole discretion, and any proposed changes to the contract must be approved by Council;
v) UPW will provide $5 million of insurance, as well as a $500,000 surety bond for the term of the agreement; plus a $200,000 surety for the first year of the term if they are in complete compliance, which the City may require remain in place for up to two years under certain circumstances;
vi) an organics program (food waste recycling) at no additional charge, unlimited e-waste collection and portable toilets at City events;
ix) UPW will guarantee to recycle 31 percent of all materials it collects to ensure the City will remain above the 50 percent diversion goal required by State Law; and
x) UPW will coordinate with the City's street sweeper to provide efficient collection routes and schedules.

Mr. Muñoz stated that he saw more transparency in this RFP than in most and added that all the deal points were discussed and approved by the Council in public meetings. Mr. Muñoz further stated that he was comfortable with Council moving forward in approving the agreement.

Following continued discussion, Council Member Amezquita stated that it was not fair to be asked to approve a revised contract that Council has not had time to review.

Vice Mayor Macias also expressed concern over being asked to approve a revised contract which no one has read. Ms. Macias stated that Council was supposed to perform due diligence (in awarding the contract) and that Council did not know the changes that had been made to the contract.

At the recommendation of City Attorney Birrueta, individual motions were made for the six action items as follows:

1. Receive the evaluation of UPW's legal actions (Attachment A).

Motion by Council Member Gomez to approve staff's recommendation to receive the evaluation of UPW's legal actions, seconded by Council Member Hernandez. Motion carried 4 to 1 (Vice Mayor Macias, NO) by the following vote.

ROLL CALL:
AYES: Council Member(s): Amezquita, Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Vice Mayor Macias
ABSENT: Council Member(s): None

2. Determine whether or not to rebalance UPW's service rates to reflect across-the-board savings to all ratepayers or to accept the UPW rate schedules as proposed.

Laith Ezzet, HF&H Consultants, (City's consultant for the RFP) stated that the rebalancing applied to all commercial rates for in-service customers and would decrease the rate by approximately 17 percent making the cost more equitable to commercial customers.

REGULAR AGENDA – PUBLIC WORKS DEPARTMENT ITEM NO. 9 (continued)

Motion by Council Member Gomez, to amend Recommendation 2 to include commercial rates in the 17.1 percent-across-the-board rebalancing and approve recommendation 2 as amended, seconded by Council Member Hernandez. Motion carried 4 to 1 (Vice Mayor Macias, NO) by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Vice Mayor Macias
ABSENT: Council Member(s): None

3. Determine whether or not to use refurbished carts at a savings of $1.25 per household per month.

Motion by Council Member Gomez, to approve use of refurbished carts, seconded by Council Member Amezquita. Motion carried 4 to (Vice Mayor Macias, NO) by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Vice Mayor Macias
ABSENT: Council Member(s): None

4. Determine whether to allow collection start times to commence at 6:00 a.m. versus 7:00 a.m.

Motion by Council Member Gomez, to approve Recommendation 4, seconded by Council Member Hernandez. Motion carried 4 to 1 (Vice Mayor Macias, NO) by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Vice Mayor Macias
ABSENT: Council Member(s): None

5. Approve the form of the solid waste franchise agreement that incorporates United Pacific Waste's proposal (Attachment B).

Motion by Council Member Gomez, to approve Recommendation 5, seconded by Council Member Hernandez. Motion carried 4 to 1 (Vice Mayor Macias, NO) by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Vice Mayor Macias
ABSENT: Council Member(s): None

6. Adopt the Resolution (Attachment C) authorizing the Mayor to execute the solid waste franchise agreement with UPW.

Motion by Council Member Gomez, to approve staff's recommendation to adopt Resolution No. 2014-27, awarding an exclusive franchise agreement to United Pacific Waste to provide solid waste handling services and authorizing the Mayor to execute it on behalf of the City, seconded by Council Member Hernandez. Motion carried 3 to 2 by the following vote.

REGULAR AGENDA – PUBLIC WORKS DEPARTMENT ITEM NO. 9 (continued)

ROLL CALL:

AYES: Council Member(s): Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Amezquita and Vice Mayor Macias
ABSENT: Council Member(s): None

Following a vote on the 6 action items, Council Member Amezquita made the following additional motion:

Motion by Council Member Amezquita, to (1) amend the solid waste franchise agreement approved by the preceding, motions of the Council so as to reduce residential cart service rates by $0.50 with a rebalance of commercial rates to make this cost neutral to the hauler, (2) authorize the Mayor to execute the solid waste agreement, as so amended, with United Pacific Waste (UPW), and (3) adopt Resolution No. 2014-28, which amends Resolution No. 27,awarding an exclusive franchise agreement to United Pacific Waste to provide solid waste handling services, seconded by Council Member Gomez. Motion carried 4 to 1 by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez and Mayor Perez
NOES: Council Member(s): Vice Mayor Macias
ABSENT: Council Member(s): None

REGULAR AGENDA – CITY MANAGER ITEM NO. 10

10. **Interview of City Manager recruiting firms**

Interim City Manager Morales suggested that Council present three basic questions to the recruiting firms for the recruitment of the City Manager.

City Council conducted interviews of:

1) Bob Murray & Associates: Mr. Bob Murray introduced the firm and stated that he had 30 years of recruitment experience. A dialogue was held. Mr. Murray provided the following suggestions and responses to Council's questions:

   i) Hire recruitment company in January-February 2015
   ii) Screen candidates and appoint permanent City Manager after Council elections in March
   iii) Perform at least a state-wide search; broader searches are more difficult
   iv) His firm has contacts for interim city manager position and can assist in the recruitment of the Finance Director and Public Works Director positions
   v) Average longevity of City Managers appointed through his firm is over five years worked

   Mr. Murray encouraged Council to call him if they had further questions and wished Council well in their recruitment process.

Council Member Hernandez left her seat at 10:28 p.m. and returned at 10:29 p.m.

2) Norm Roberts: Mr. Norm Roberts stated that his firm has recruited 300-500 city managers. Mr. Roberts stated that he focuses in California and has worked in every area of local government. Mr. Roberts provided the following suggestions/responses:

   i) His firm recruits City Managers for at least a 5-year stay with the city

REGULAR AGENDA – CITY MANAGER ITEM NO. 10 (continued)

ii) Average severance for City Manager position is six months
iii) City Council may want to wait on the appointment until after the March election
iv) His firm can assist in the recruitment for the Directors of Finance and Public Works
v) The new City Manager may want to bring his own team and recommended appointing the two Director positions after the City Manager appointment

Mr. Roberts thanked the City Council.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

1. **Approve minutes of the following City Council meetings**:

1-1 Regular meeting held Monday, July 21, 2014
1-2 Special meeting held Wednesday, July 23, 2014
1-3 Regular meeting held Monday, August 4, 2014

FINANCE DEPARTMENT

2. Approve Accounts Payable and Payroll Warrants dated August 18, 2014

Motion by Council Member Hernandez, to approve Items 1 and 2 of Consent Calendar, seconded by Vice Mayor Macias. Motion carried unanimously.

3. Approve Athletic Facility Use Allocation Police and Fees

Gustavo Hernandez, Recreation Supervisor, displayed a PowerPoint presentation which included a summary of the proposed rental rates for each athletic facility and the order of priority given to user groups. Mr. Hernandez stated that the new policy and fee schedule included maintenance of facilities and would allow for equitable and efficient management of the athletic facilities. Mr. Hernandez requested that Council approve the athletic facility use and allocation policy and fees.

Mayor Perez acknowledged former Council Members Elba Guerrero and Andy Molina for their efforts in starting the Salt Lake Park Soccer Field Project.

Council Member Amezquita gave credit to the City of Vernon for their funding assistance in the successful completion of the Soccer Field Project.

Motion by Council Member Gomez, to approve the athletic facility use and allocation policy and fee, seconded by Hernandez. Motion carried unanimously.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT DEPARTMENT

4. Activity in Public Places Permit for the Annual "Sabor de Mexico Lindo" street festival

Leticia Martinez, Executive Director/CEO of The Greater Huntington Park Area Chamber of Commerce, reported a 20 percent increase in fees for this year's event and requested the City's support and co-sponsorship of the event.

REGULAR AGENDA - COMMUNITY DEVELOPMENT DEPARTMENT ITEM 4
(continued)

Mayor Perez questioned the high increase of the Public Works Department. Interim City Manager Morales stated that the amount was the true cost of services and that staff would work on reducing the amount.

Chief of Police Cisneros discussed the police services and costs associated with the event.

Interim City Manager Morales reported that the City would be able to use Measure R funding for traffic control measures which could be used at City co-sponsored events.

Council Member Amezquita expressed his concerns with the venue given that businesses are hurting and suggested that "we should try a different venue."

Art Resendez, Vice President of The Greater Huntington Park Area Chamber of Commerce, stated that they had talked to over 50 business who indicated they wanted more and not less events to "help the Boulevard."

Council Member Gomez suggested that fee waivers and/or discounts be given to businesses participating in the event.

Motion by Council Member Gomez, to approve an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, on October 3-5, 2014, seconded by Council Member Hernandez. Motion carried 4 to 1 by the following vote.

ROLL CALL:

AYES:	Council Member(s):	Gomez, Hernandez, Vice Mayor Macias and Mayor Perez
NOES:	Council Member(s):	Council Member Amezquita
ABSENT:	Council Member(s):	None

FINANCE DEPARTMENT

5. Resolution fixing Pension Tax Rate for Fiscal Year 2014-2015

Interim City Manager Morales presented the item and recommended approval of the recommendation.

Motion by Council Member Gomez, to adopt Resolution No. 2014-26, fixing the rate of taxed to pay the cost of the Public Employees Retirement System for Fiscal Year 2014-2015, and levying taxes for said retirement system to the Fiscal Year beginning July 1, 2014, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote.

5. Resolution fixing Pension Tax Rate for Fiscal Year 2014-2015 (continued)

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Gomez, Hernandez, Vice Mayor Macias and Mayor Perez
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	None

REGULAR AGENDA (continued)

PARKS AND RECREATION DEPARTMENT

6. Review and approve proposed restructure of Tiny Tot Program

Jessica Perez, Management Analyst, presented the item and stated that staff was doing everything to best serve the community.

Council Member Gomez left his seat at 11:41 p.m. and returned at 11:42 p.m.

Motion by Council Member Gomez, to approve the Tiny Tot Program to be restructured into a hybrid class where instruction is divided among a full-time and part-time employee, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez, Vice Mayor Macias and Mayor Perez
NOES: Council Member(s): None
ABSENT: Council Member(s): None

POLICE DEPARTMENT

7. Authorization to renew contract agreement with Tritech Software Systems

Motion by Council Member Gomez, to approve the service agreement for I.Q. and Analytics with Tritech Software Systems, seconded by Council Member Hernandez. Motion carried 5 to 0 by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez, Vice Mayor Macias and Mayor Perez
NOES: Council Member(s): None
ABSENT: Council Member(s): None

8. Authorize the Chief of Police and City Attorney to secure a Memorandum of Understanding (MOU) with Immigration and Customs Enforcement (ICE)

Motion by Council Member Gomez, to authorize the Chief of Police and City Attorney to develop and secure a Memorandum of Understanding (MOU) with Immigration and Customs Enforcement (ICE), Homeland Security Investigations for the purpose of the reimbursement of costs incurred by the Huntington Park Police Department in providing resources to participate in on going, joint, major narcotics investigations, seconded by Council Member Amezquita. Motion carried 5 to 0 by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez, Vice Mayor Macias and Mayor Perez
NOES: Council Member(s): None
ABSENT: Council Member(s): None

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

City Attorney Birrueta advised that agreements for consideration by Council be included in agenda packets for the review by Council prior to Council meetings.

Morales stated City Clerk's Office is dramatically understaffed and that he would present for Council consideration a recommendation for an interim appointment of the City Clerk position at the next Council meeting.

Director of Parks and Recreation Josette Espinoza announced that the grand opening of the Salt Lake Park soccer field will be held on September 6, 2014 and invitations to the event were forthcoming.

Mayor Perez directed staff to provide an update of the new soccer field to Mayor McCormick and Vice Mayor Davis of the City of Vernon.

Council Member Amezquita stated it is good practice to have contracts available for review prior to taking action on the item.

COUNCIL COMMUNICATIONS – (continued)

Council Member Gomez requested to agendize marijuana dispensaries on a future agenda for discussion.

Mayor Perez directed the City Attorney to look into and report back on other city ordinances regulating the closure of marijuana dispensaries.

City Attorney Birrueta stated the City Attorney's office and staff would work on a staff report outlining what other cities have done in the regulation of marijuana dispensaries and provide options for the City to pursue.

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 11:55 p.m. to a Special Budget Meeting on Thursday, August 21, 2014 at 6:00 p.m.

APPROVED:

_____
Rosa E. Perez, Mayor

ATTEST:

_____
Yesenia Gomez, Acting Jr. Deputy City Clerk

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Special Meeting held in the City Council Chambers
6550 Miles Avenue, Huntington Park, California
Monday, August 26, 2014 at 6:00 p.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 6:09 p.m.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Council Member Amezquita.

ROLL CALL

Present: Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezquita

Absent: Council Member Mario Gomez

PUBLIC COMMENTS

Rodolfo Cruz stated special meetings are important and all Council Members should attend. He inquired as to why Council Member Gomez was not present and noted his absence at other special meetings.

Mayor Perez called for additional public comments, and hearing none, declared Public Comments closed.

REGULAR AGENDA

OFFICE OF THE CITY CLERK

1. Approve the Amendment to the Agreement with Carl Warren & Company for Third Party Administration of General Liability Claims

Interim City Manager Morales reported Carl Warren & Company has served the City as third party administrator of general liability claims for the past several years explaining the process stating that the third party administrator also helps manage the litigation process and the valid of the claim. Mr. Morales added that the City belongs to the Independent Cities Risk Management Authority (ICRMA) which has limited the number of third party administrators to two, one of which is Carl Warren & Company. Mr. Morales added that ICRMA has requested that cities renew contracts under a proposed fee structure as negotiated by ICRMA, and concluded in support of staff's recommendation.

Motion by Council Member Hernandez, to approve the amendment to the agreement with Carl Warren & Company for third party administration of general liability claims; and authorize the Interim City Manager to execute the agreement, seconded by Council Member Amezquita. Motion carried 5 to 0 by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Gomez, Hernandez, Vice Mayor Macias, and Mayor Perez
NOES: Council Member(s): None
ABSENT: Council Member(s): None

REGULAR AGENDA - FINANCE DEPARTMENT (continued)

2. Approve and Adopt the Proposed Continuation of Fiscal Year 2014-2015 General Fund Budget through October 20, 2014

Interim City Manager Morales reported the end of the Legislation Session is this Sunday (August 31), that the City has been waiting for settlement of a lawsuit regarding the City's pension tax issue and pending legislative action as well as other issues, e.g. succession issues, Council decision on the trash hauling contract, Golden Handshake offer, and adjustments to the budget were pending.

Budget books of the FY 2014-2015 General Fund Budget were distributed and Annie Ruiz, Acting Director of Finance, presented a PowerPoint. Ms. Ruiz reviewed the FY 2013-14 Year End Results, which included Revenues and Expenses reporting that currently the actual deficit was $1.4 million, better than the projected deficit amount of $3.2 million. Ms. Ruiz stated the lower amount was attributed to increased revenues of property and sales taxes, in addition to two unfilled motorcycle police positions and a one-time RDA allocation of $1 million from the County. Ms. Ruiz added that the City does not anticipate receiving these funds in the near future.

Mr. Morales explained that the City had a structural deficit of $3.2 million at the start of the year and did not have as large a deficit by the end of the year as expected – "only 1½ million in the hole," up $1.8 million from the projected deficit.

Jan Mezyck, City consultant, presented a PowerPoint presentation of the FY 2014-15 General Fund Budget reviewing the adjustments to Revenues (reduction of $600,000) and Expenditures totaling $26.8 million.

Mr. Morales discussed the FY 14-15 Expense Adjustments which included increases in salaries (through step increases), CalPERS costs and medical costs, as well as decreases in PARS and Vision. Mr. Morales explained the increase of the Cell Phone Allowance and stated that it is a one or two percent component of the cost increase, and briefly discussed details of the employee Cell Phone Allowance provided by the City.

Council Member Amezquita shared information regarding employee medical packages offered by other government agencies and suggested that staff look into cost-reducing options for medical care benefits.

Mr. Morales stated as a subscriber to CalPERS, it could be difficult for the City to participate in a "hybrid" medical benefits plan, but that it is something the City can explore.

Jan Mezyck continued her review and stated that the Proposed FY 14-15 Expenditures of $26.8 were the same as in FY13-14.

Mr. Morales stated that expenditure cuts are made and other costs increased, leaving the ending expenditure amounts unchanged. Mr. Morales further stated the City spends more money than it takes in leaving the budget out of balance.

Ms. Mezyck reviewed the Historical & Projected Fund Balance, noting this was the most important chart in the presentation. Ms. Mezyck discussed the Fund Balances and stated that the fund balance for FY13-14 ended in $10 million which includes a reserve of $3.2 million reserved for arbitrage/rebate liability.

Mr. Morales explained the City's cash flow fiscal timeline as well as the rebate liability associated with the Southland Steel property sale.

Mr. Morales reviewed the Future Outlook and provided details of the pending pension plan issue. Mr. Morales discussed revenue-raising alternatives, including contemplating sales tax increases and re-establishing a casino operation. Mr. Morales stated it is expected that City services and programs will be reduced due to the City's financial state

REGULAR AGENDA - FINANCE DEPARTMENT ITEM 2 (continued)

and that perhaps with the revitalization of Pacific Boulevard, sales tax revenues will increase; however, it will take time for the City to have (financial) "successes." He reviewed detailed salary fund allocation and benefits, and recommended the approval of the Budget as presented.

Council Member Amezquita commended Mr. Morales and staff for their work in preparing the budget.

Motion by Council Member Hernandez, to adopt Resolution No. 2014-29, adopting the FY 2014-2015 General Fund Budget, seconded by Vice Mayor Macias. Motion carried 4 to 0 by the following vote.

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Vice Mayor Macias, and Mayor Perez
NOES: Council Member(s): None
ABSENT: Council Member(s): Gomez

Mayor Perez directed staff to post the approved budget on the City's website.

PUBLIC WORKS DEPARTMENT

3. Discussion Regarding Additional Performance Bond for United Pacific Waste Contract

Interim City Manager Morales reported he received a request that if Council wanted to obtain additional insurance to UPW contract.

Council Member Amezquita explained the suggested increase in the $500,000 performance bond of an additional $200,000 for two years, known as "initial surety."

Mr. Morales provided more detail of the proposed insurance increase and added that the City would pay $5,000 to $10,000 thousand per year for an additional $300,000, giving the City more protection, at the City's expense.

After further discussion, Mayor Perez directed staff to provide information on additional insurance costs to the City. Mr. Morales stated that more information would be provided at the Council meeting of September 15, 2014.

Council Member Amezquita reported he reviewed the amended contract with UPW and found that it is a strong contract. Mr. Amezquita stated the added language to the contract provides more protection to the City.

CITY MANAGER'S AGENDA

Interim City Manager Morales stated that a request for Council discussion/action on transportation funding was inadvertently omitted from the agenda and that he would present the item to the Council on September 15 for formal recommendation. He reviewed details of cost shifting of sales tax measure revenues – Prop A and C and the State Gasoline Tax explaining allocations are population-based and concurred with Council Member Hernandez regarding the importance of accurate population reporting in the census process. Mr. Morales discussed AQMD, Measure R, and grant funding as well as costs associated with vehicle replacement, parking street signs, traffic control, the parklet program, and camera placement in the City's "active" parking lots.

REGULAR AGENDA - CITY MANAGER'S AGENDA (continued)

Council Member Amezquita recommended that the City conduct town hall meetings to communicate and receive feedback from the community.

Mayor Perez stated that the Council needs to discuss options to the City's parking issue and requested that this item be placed on the next Council agenda.

Council Member Hernandez requested 1) update on public parking and 2) information on Casa Bonita (Rugby/Zoe) public parking.

4. Discussion and/or Action that the City Council Meeting Scheduled for Tuesday, September 2, 2014 go Dark, and Authorize the Acting Finance Director to Issue Accounts Payable and Payroll Warrants During this Dark Period.

Motion by Council Member Hernandez for the City Council meeting scheduled for Tuesday, September 2, 2014 go dark, and authorize the Acting Finance Director to issue accounts payable and payroll warrants during this dark period, seconded by Vice Mayor Macias. Motion carried 4 to 0.

COUNCIL COMMUNICATIONS

Mayor Perez directed staff to remove the September 2nd Council meeting posting from the City's website.

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 7:20 p.m. to the next Regular Huntington Park City Council Meeting, Monday, September 15, 2014 at 6:00 p.m.

APPROVED:

_____
Rosa E. Perez, Mayor

ATTEST:

_____
Yesenia Gomez, Acting Jr. Deputy City Clerk

CITY OF HUNTINGTON PARK

City Clerk's Department
City Council Agenda Report

September 17, 2014

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:

ADOPT RESOLUTIONS PERTAINING TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 3, 2015

1. Adopt Resolution No. 2014-30, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be held on Tuesday, March 3, 2015; and

2. Adopt Resolution No. 2014-31, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election

BACKGROUND

The City of Huntington Park, as a general law city, is required by the state to hold a General Municipal Election to elect its municipal officers. The City's General Municipal Elections are held the first Tuesday after the first Monday in March of odd-numbered years. The City Council comprises five members and currently three members have terms that expire in March 2015. The purpose of this election is for the voters to elect three members of the City Council for the full term of four years.

The City Council on July 21, 2014, previously approved Resolution 2014-21, Calling and Giving Notice of the Election, Consenting to an Election Consolidation and Requesting Los Angeles County to Render Services to the City of Huntington Park. In order to continue with the process of the County conducting the City's March election, Council must adopt the two attached resolutions.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the adoption of the attached resolutions.

CONCLUSION

Upon adoption of resolutions, the Interim City Clerk will forward certified copies to the Los Angeles County, City of Los Angeles and the Los Angeles Community College District for conduct and consolidation of the City's General Municipal Elections to be held Tuesday, March 3, 2015.

Respectfully submitted,

JULIO MORALES
Interim City Manager

Donna Schwartz
Interim City Clerk

ATTACHMENTS

A: Resolution No. 2014-30, Adopting Regulations for Candidates' Statements

B: Resolution No. 2014-31, Special Runoff Election in the event of a Tie Vote

C: Copy of previous Resolution 2014-21, Calling and Giving Notice of the Election, Consenting to an Election Consolidation and Requesting Los Angeles County to Render Services to the City of Huntington Park. Approved by Council on July 21, 2014

RESOLUTION NO. 2014-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 3, 2015

WHEREAS, § 13307 of the Elections Code of the State of California regulates candidates' statements and provides that the governing body of any local agency may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation and mailing of candidate statements as filed pursuant to § 13307, including costs incurred as a result of complying with the federal Voting Rights Act of 1965, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS.

A. Pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Huntington Park ("City") on March 3, 2015 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

B. Candidates should be advised of the holding in *Dean v. Superior Court* (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for inclusion in the voter pamphlet may not include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Voting Rights Act of 1965 (42 U.S.C. § 1973), the City is required to translate candidates' statements into the following language: Spanish.

B. Pursuant to the Voting Rights Act of 1965, as amended, the City shall translate the candidate's statement, at the candidate's request, into any of the following languages, which are designated as minority languages for the County of Los Angeles as a political subdivision covered by section 203 of the Voting Rights Act of 1965, as amended: Chinese, Filipino,

Japanese, Korean, and Vietnamese. Such translations shall be sent only to voters who have requested translated material and shall be available upon request in the office of the City Clerk.

C. The City Clerk shall:

1. Have all candidates' statements translated into the languages specified in (A) above.
2. Print all translations of all candidates' statements in the main voter pamphlet. The main voter pamphlet will be in English and Spanish.
3. Have all translations made available upon request in the office of the City Clerk.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) of Section 2 above pursuant to California Elections Code § 13307.
2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) of Section 2 above, pursuant to California Elections Code § 13307 and the Voting Rights Act of 1965, as amended, but is requested as an option by the candidate pursuant to subsection (B) of Section 2 above.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statement filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 5. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 6. All previous resolutions establishing council policy on payment for candidates' statements are repealed.

SECTION 7. This resolution shall apply only to the election to be held on March 3, 2015 and shall then be repealed.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 17th day of September 2014.

_____
Rosa E. Perez, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
Interim City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-30 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a special meeting of said Council held on the 17th day of September, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Donna G. Schwartz, CMC
Interim City Clerk

RESOLUTION NO. 2014-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT ANY MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held in the City of Huntington Park, California on Tuesday, March 3, 2015; and

WHEREAS, § 15651(b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 15651(b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, there shall be held within the City a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than 40 nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 2. That this resolution shall apply only to the election to be held on Tuesday, March 3, 2015 and shall then be repealed.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 17th day of September 2014.

_____
Rosa E. Perez, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
Interim City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-31 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a special meeting of said Council held on the 17th day of September, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Donna G. Schwartz, CMC
Interim City Clerk

NOTE:

The following agreements were previously authorized by City Council in substantially final form in July 2014.

The final form of the agreements are being provided to Council under the Consent Calendar.

Agreement	Date authorized by City Council
AIM Consulting Services	July 7, 2014
Evans Brooks Associates	July 7, 2014
Transtech Engineers, Inc.	July 7, 2014
Parking Company of America	July 21, 2014

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 17, 2014

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:

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH AIM CONSULTING SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES; PREVIOUSLY AUTHORIZED BY COUNCIL ON JULY 7, 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the first amendment to the agreement with AIM Consulting Services for construction management and inspection services.

2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

The City Council authorized the Interim City Manager to execute a professional services agreement with AIM Consulting Services for as-needed construction management and project management services on July 7, 2014. The final form of the amendment to the agreement is being presented for City Council approval.

The first amendment to this agreement accomplishes the following:

1. Extends the contract term for six months through March 1, 2015

2. Establishes a not-to-exceed fee of $30,000

3. Expands the scope of work to include additional project management functions that were previously performed by the former City Engineer

FISCAL IMPACT/FINANCING

The recommended action will result in a combined total expenditure not-to-exceed $30,000 over the next six months, or until a permanent Director of Public Works / City Engineer is recruited. The annual salary and benefits for this position is approximately

$185,000, with the distribution by funds as follows: 35% General Fund, 10% Street Light Landscape, 30% Water, 10% Prop A, 10% State Gas Tax, and 5% Parking System. While the position remains vacant, $92,500 is included in the budget for the next six months that can be used to pay for these services in lieu of the salary. Funding in excess of the Director's salary will be allocated to transportation related special funds, not the General Fund, in the amount not-to-exceed $17,500.

CONCLUSION

Upon approval, the Interim City Manager will execute the first amendment to the agreement with AIM Consulting Services for construction management and inspection services.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ATTACHMENTS

A: First amendment to the agreement with AIM Consulting Services

2014
FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: On-Call Services for
Construction Management and Inspection Services)
(Parties: City of Huntington Park – AIM Consulting Services)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of February 18, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and AIM Consulting Services. (hereinafter, "Consultant") is made and entered into this ____day of September 2014. 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 AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on or about February 19, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to continue the following additional professional services: Construction Management and inspection of City-wide Light Emitted Diode ("LED") Street Light Retrofit and Upgrade Project; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services within the City; and

WHEREAS, an Amendment is permissible pursuant to Section 9.3 of Master Agreement, provided that it is in writing and executed by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.1 is amended in part to reflect the performance of additional services and tasks set forth in Consultant's proposal (dated June 26, 2014). The aforementioned proposal is attached and incorporated into this Amendment and the

Master Agreement Exhibit "B" and shall be referred to as the "Scope of Work." Consultant 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 Work. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

2. Section 2.1 is amended to reflect the addition of Thirty Thousand Dollars ($30,000.00) for the additional services under the Scope of Work, (hereinafter, the "Not-to Exceed Sum"), unless such added compensation is first approved by the City Council. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, City may suspend Consultant's performance pending City's 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 Master Agreement.

3. Section 3.3 is amended in its part to read as follows: The term of the Master Agreement is hereby extended for a period of six (6) months, commencing from September 1, 2014. 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.

4. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. The provisions of this Amendment shall be deemed a part of the Master Agreement and, except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

6. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to Consultant upon execution.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By:_____
Julio Morales, Interim City Manager for the City of Huntington Park

Date: _____

APPROVED AS TO FORM:

By_____
Isabel Birrueta, City Attorney

Date: _____

AIM CONSULTING SERVICES

By:_____

Date: _____

Attachment "A"
(See attached Master Agreement)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of February 18th, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and AIM Consulting Services, a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: **SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the construction management and inspection of the City-wide Light Emitting Diode (LED) Street Light Retrofit and Upgrade Project, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in the Schedule of Compensation, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "A" (the "Scope of Services") in a total amount not to exceed Thirty Thousand Dollars ($30,000) (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in Exhibit A may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in Exhibit A. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in Exhibit A.

2.2 Method of Payment. Unless otherwise provided in the Scope of Services, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

SECTION THREE: PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "B" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Term. The term of this agreement shall commence on February 18th, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on August 31, 2014 (initial term). This agreement may be extended on a month-to-month basis at the option of City (extended terms). If extended, Consultant shall be bound by the terms and conditions of this Agreement.

SECTION FOUR: **COORDINATION OF WORK**

4.1 Representative of Consultant. Gabriel Perez is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: **INSURANCE AND INDEMNIFICATION**

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence, One Million Dollars ($1,000,000) disease policy limit, and One Million Dollars ($1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars ($2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars ($1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than $1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a

loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers."

(e) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event

Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its

full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.15 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City:
CITY OF HUNTINGTON PARK
Attention: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Contractor:
AIM CONSULTING SERVICES
Attention: Gabriel Perez
11401 Valley Boulevard, Suite 201
El Monte, California, 91731

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

CITY OF HUNTINGTON PARK

By: _____
René Bobadilla
City Manager

CONTRACTOR:

AIM CONSULTING SERVICES

By: _____

Name: Gabriel Perez

Title: President

ATTEST:

By: _____
Rocio Martinez
Sr. Deputy City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____
Todd Litfin
Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

AIM Consulting Services (AIMCS) as owner representatives for the **City of Huntington Park (City)** will provide construction management and oversight for the City-wide Light Emitting Diode (LED) Street Light Retrofit and Upgrade Project.

During construction, AIMCS will also provide coordination of applicable administrative tasks with the City as-needed, contract administration of the construction contract, coordination with other agencies/utilities and affected private properties (community meetings, etc.).

AIMCS will also provide the following professional services during the management of the construction process:

- schedule control
- document control
- cost control

AIMCS will coordinate and conduct regularly scheduled construction Progress Meetings, review submittals and provide comments to ensure compliance with the approved project program scope, design criteria and budget.

If requested, AIMCS will also be responsible for the preparation and distribution of periodic project status reports to the City. These reports shall document current and forecasted project program, cost, and schedule status and potential impacts. Changes in the project status will be described and justified and, if necessary, AIMCS will recommend a recovery plan to maintain the project within the approved program, cost, and schedule. AIMCS is responsible for providing current project status reports to the City.

Design Changes

If a requested contractor change deviates from the approved budget, the requesting entity shall describe and justify the change for review by AIMCS and the City. AIMCS will define and quantify the impact of the change for review by the City. If the City approves the change and identifies the funding source, AIMCS will process the change in accordance with the Public Contract Code and inform the City and the requesting entity of the action taken.

Ongoing Reporting

AIMCS will assist the City of Huntington Park Staff responsible for providing reports to the City Council regarding the status of the construction process and any construction field changes which increase the scope or project cost beyond the City Council-approved levels or that extend the project schedule.

Fee Schedule

Sr. Project Manager/Inspector - $90.00/Hr

95 Work Day Duration with an average of 3.5 hrs per day

EXHIBIT B

SCHEDULE OF PERFORMANCE

The services described in Exhibit A shall be completed per the following schedule:

1. The award of the construction contract is anticipated on February 18, 2014, at which time the construction management services shall begin.
2. The completion of construction is anticipated on May 30, 2014.
3. Project closeout shall be completed by June 14, 2013.

Attachment "B"
(See attached additional Scope of Work)

June 26, 2014

Mr. James Enriquez, PE
Public Works Director/City Engineer
City of Huntington Park, Department of Public Works
6550 Miles Ave.
Huntington Park, CA 90255

RE: Qualifications for On-Call Services for Construction Management & Inspection Services (2014) City of Huntington Park Department of Public Works

Dear Mr. Enriquez:
The City of Huntington Park (the City) is uniquely positioned within the Southeast Cities region of Los Angeles County. As part of the City of Huntington Park's ongoing redevelopment program, ***the City's current and up and coming capital improvement projects will play a key role in realizing the City's goals and objectives to create a viable, affluent, self-reliant, and safe community through dynamic growth of the community's commercial, industrial, and residential progress.***

With strategic resources for program and construction management, Quality Control inspection services, and construction management support professionals (i.e., schedulers, estimators, environmental compliance specialists, document control, etc.) in-house, **AIM Consulting Services (AIMCS)** has the expertise and the management techniques to deliver a comprehensive quality Construction Management Program and effective Inspection Services to the City in support of the successful execution of your projects. AIMCS has provided these services on a wide variety of public works projects to upgrade and modernize infrastructure, facilities, and transportation systems in major urban areas throughout the County, with directly relevant experience in Southern California as the Program/Construction Manager and Inspector of Record for the design and construction of numerous projects for the ***City of El Monte Department of Public Works (DPW), Los Angeles County DPW, Los Angeles Unified School District, and list of other major client throughout the County of Los Angeles.***

AIMCS Profile

Established in 2006, **AIMCS** offer clients the full complement of consulting services ("cradle to grave")—from planning and conceptual design to jurisdictional approval, bidding and award through construction administration, inspection, testing, and close-out. AIMCS has provided resident engineering/design management/construction management/construction inspection services for a wide range of infrastructure projects, ***spanning road reconstruction and sidewalk improvements***, safety improvements and utility relocations, bridge and ***roadway beautification, replacement, widening and repair work, construction of new and upgrade of existing parks and recreation facilities, intersection and traffic signal improvements, roadway and street lighting,*** storm water management and drainage systems, retaining walls and landscaping, painting and cleaning, asbestos removal, and as-needed emergency repair work.

The AIMCS Team

Our proposed Team offers the City the leadership and technical expertise required to deliver the services called for in this Request for Qualifications (RFQ) within the established budget and schedule parameters, which are critical during these economic times.

Project management and administration will be provided by AIMCS, as well as inspection and project controls and support services. In line with the City's goals for utilizing Small Business Enterprises (SBEs), disadvantaged business enterprises (DBEs), and disabled veteran business enterprises (DVBEs) to the greatest extent possible, AIMCS advocates outreach to small, local, minority- and woman-owned emerging businesses.

Relevant Experience

In addition to current work as the Program and Construction Manager for Los Angeles County projects, AIMCS has a number of projects currently in design and construction in the Southern California region, which we feel are particularly relevant to this assignment. Many of these projects involve ***design and review of public works facilities and structures*** as part of major improvements projects. Much of AIMCS's educational, institutional, infrastructure, and recreational facilities work, as well as, street reconstruction improvement projects have included overseeing construction activities, often requiring complex construction staging and maintenance of traffic (MOT) schemes to minimize impacts to ongoing circulation and business operations. In the ***City of Huntington Park, we are aware of the Safe Road To School Program (SR2S)*** and have the knowledge and expertise necessary to assist the City in the programming and management of a successful and effective program. Including the ***City of Huntington Park*** some of our local clients include the Los Angeles County Department of Public Works, UCLA, Los Angeles Community Colleges, Los Angeles Unified School District, City of Los Angeles, and Ventura College School District, to name a few.

Our professionals are among the region's most skilled construction managers and inspectors. AIMCS offers the City local expertise and experience complemented by an unparalleled depth of resources to support the CM and inspection team for the duration of the project.

AIMCS Team Benefits

We believe that the AIMCS Team is uniquely qualified to perform Construction Management and Inspection Services including provide a variety of professional support services for the various City of Huntington Park's capital improvement projects for a number of key reasons.

- We have been in business ***providing the same and/or similar services*** with a strong Southern California presence, proven local experience, and depth of local resources that allows us to tailor our deployment of resources specific to your needs.
- We are ***financially stable***, and you can count on us to be around providing the continuity and reliability you need.
- We have a history of providing comprehensive CM and inspection services for municipalities.
- AIMCS will successfully deliver your projects, as ***good stewards of tax payer dollars***.
- We will represent the City of Huntington Park with distinction, as your owner advocate and representative on these very key and important projects.
- Our Staff have direct project and professional experience necessary for bringing your projects into fruition, as indicated in the enclosed resumes.

Commitment & Availability

As President of AIMCS and Principal-in-Charge for your projects, the City will have seasoned CM, Inspection, and Support Services professionals with strong reputation to uphold. You have my commitment that AIMCS will make available any and all resources from our firm and that of our affiliates to provide the quality of resources that will exceed your expectations.

We look forward to the opportunity to provide our services for the City of Huntington Park. We understand budget and time constraints associated with any project; so when we are selected for a project, we will embrace it with integrity and innovation. If you have any questions after reviewing this material, please feel free to contact me by telephone or email at any time. Thank you for your careful review and consideration of our qualifications.

Sincerely,

Gabriel Perez
President and Principal-in-Charge
AIM CONSULTING SERVICES

CONTENTS OF RFQ

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▪ Relevant Project Sample (10 Projects)	Page 38 thru Page 43

RFQ-ITEM B

▪ Licenses/Certification No. for persons in charge of projects and inspectors. ***(Please refer to "Key Personnel Resumes" in "Section A" above.)***	Page 10 thru 37

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Approach & Methodology	Page 44 thru 58

RFQ-ITEM D

▪ References: Contact information for clients of projects listed in Item A ***(Please refer to "Relevant Project Sample (10 Projects)" in "Section A" above.)***	Page 38 thru 43

RFQ-ITEM E

Fee Schedule, (***see attached "Exhibit A: Fee Schedule" submitted separately)***

COMPANY OVERVIEW

Firm Qualifications & Experience

AIMCS provides full-service ***construction management and inspection services***, encompassing scheduling, cost estimating, value engineering, risk assessment, constructability reviews, contract administration, configuration management, and ***field engineering and inspection services***. Established in 2006, AIMCS offers clients the full complement of consulting services ("cradle to grave")—from planning and conceptual design through construction administration, testing, and system start-up. We also offer in-depth expertise in the implementation of safety and quality assurance programs.

Our ***construction management professionals*** have experience providing CM/construction inspection services for a wide range of projects in major market areas such as transportation, healthcare, probation, parks and recreation, education, libraries, and civic/government—as well as ***a wide variety of public works projects to upgrade and modernize infrastructure, facilities, and transportation systems***.

We believe that the diversified nature of our services enables clients to achieve the best value in terms of construction dollars spent. AIMCS is committed to the advancement of construction management technology, and treats project planning, design, and construction as inter-dependent project components. We utilize the latest state-of-the-art computerized systems to effectively manage all phases of the construction project throughout its duration.

Construction Management Services

Our Principals and staff have experience in managing construction of capital improvement projects including road reconstruction and sidewalk improvements, safety improvements and utility relocations, bridge and roadway replacement, widening and repair work, painting and cleaning, asbestos removal, storm water management and drainage systems, ***intersection and traffic signal improvements, roadway and street lighting,*** retaining walls and landscaping, and as-needed emergency repair work.

Much of AIMCS's work has involved overseeing the implementation of complex construction staging plans and MOT schemes to minimize impacts on ongoing transportation and business operations. In addition, AIMCS has provided detailed inspection services for construction activities, performing field measurements, collecting data, and preparing record plans showing all changes from initial project plans. All services have been performed in accordance with the respective agency's latest construction practices, policies, and procedures.

AIMCS's goal is to provide the necessary construction inspection services to make sure that projects are completed in compliance with the contract plans and specifications, on schedule, and with minimal change orders.

AIMCS staff is experienced working with designers, enabling us to provide a full range of design review and inspection services related to roadways, pedestrian access, storm water drainage, sewer systems, utilities, parking, and lighting.

AIMCS also has extensive experience in developing phasing and maintenance and protection (MPT) of traffic plans to ***make sure that infrastructure improvements are implemented with***

minimal impact to ongoing business and community operations.

AIMCS offers the City local expertise and experience complemented by an unparalleled depth and breadth of resources to support the CM team for the duration of the project.

Proven Management Techniques

AIMCS strives to be a firm that clients turn to for overseeing small and large programs. Our success has been made possible by our depth and breadth of in-house resources and our efficiency in managing programs of varying levels of magnitude. As a result, we have skillfully managed multiple consultants and contractors at numerous sites, while independently managing capital projects throughout the construction process.

AIMCS professionals are ***among the most skilled program and construction managers, resident engineering inspectors,*** project controls specialists, planners, and engineers. Our in-house services offered by the firm provide clients with "one stop shopping"—working from our local office or as an extension of staff from the offices of our clients. AIMCS's early commitment to incorporate project requirements and to respond proactively to the client's goals and objectives leads to excellent client relationships. The synergy of our efforts has been enhanced by the values and culture initiated by those who have preceded us, and we believe AIMCS's future success hinges on our ability to maintain this legacy.

The AIMCS Team

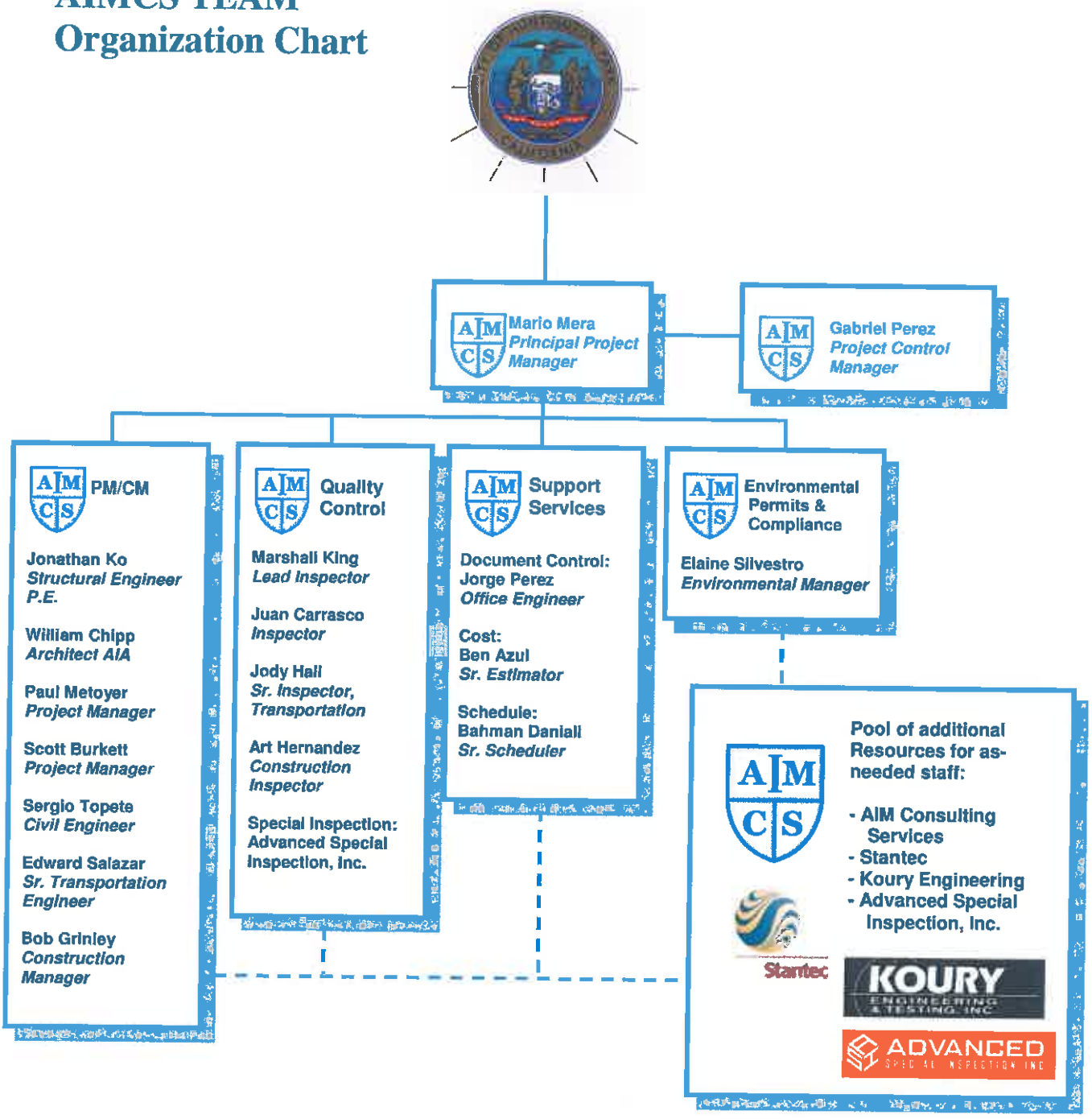
Led by AIMCS, our proposed Team offers the City of Huntington Park the leadership and technical expertise required to deliver the services called for in this RFQ. Project management, inspection, administration, professional support services and project controls services will be provided by AIM Consulting Services, with professional resources augmentation by our subconsultants 1.) ***a major consulting firm of approximately 11,000 employees strong and currently a CM Firm contracted by the MTA for the El Monte Transit Center Expansion design/build project: Stantec; 2.) Koury Engineering & Testing, Inc.; and 3.) Advanced Special Inspection, Inc.*** These well-known and respected entities have strong and long standing professional relationships with AIMCS in Southern California, including current work for the Los Angeles County Department of Public Works.

AIMCS Relevant Clients & Project Experience

The table below illustrates a snap shot of our extensive client list and project experience.

AIMCS RELEVANT CLIENTS & PROJECTS EXPERIENCE					
Client/Project	**PM/CM**	**Scheduling**	**Document Control**	**Estimating**	**Inspection**
El Monte: DOT Compressed Natural Gas Station, Gibson Mariposa Park Project, Valley Blvd. Improvements, Pavement Management System	X	X	X	X	X
MLK Hawkins ADA and Patient Safety Refurbishments, Utility Infrastructure, Duct Repair, Main Hospital OR/LDR & Main Hospital Central Sterile Projects	X	X	X		
Hubert Humphrey Clinic Beautification	X	X	X		
Long Beach Court Structural Retrofit	X	X	X		
Camp Kenyon Scudder Modular Living Unit	X	X	X		
Barry J. Nidorf Juvenile Hall Sally Port Replacement, Security Fence & Dormitory Reconfiguration Projects	X	X	X		
Challenger Memorial Youth Center Modular Living Unit	X	X	X		
Juvenile Camps Dormitory Reconfiguration	X	X	X		
Probation Security Enhancement Prgm	X	X	X		
City of L.A., South L.A. Animal Shelter	X	X	X		
Los Angeles World Airports, Tom Bradley Terminal Renovation		X			
El Camino Community College		X	X	X	
Ventura College Bldg. S Renovation		X	X	X	
MTA East Side Extension				X	X
Sycamore Village Senior Housing		X	X	X	
County of Los Angeles Project Management Division	X	X	X		
UCLA Ronald Reagan Hospital	X	X			
LAUSD Modernization and New Construction Services & Inspection Services Projects	X			X	X

AIMCS TEAM Organization Chart



Note: Please refer to the "Appendix" section for company biography and information for Stantec; Koury Engineering & Testing, Inc.; and Advanced Special Inspection, Inc.

Staff Plan

AIMCS has assembled a staff of highly qualified professionals that are designated to be full and part time on your important project to complete it in a timely and successful manner. We have done this to provide the City with the right staffing and expertise, as required, while at the same time respecting the City's project budget.

Resources

The added value that the AIMCS Team brings to any project is the flexibility to make decisions immediately on staff and needed resources to complete the project on time and on budget. Our Team can be tapped at any point in time to provide relevant expertise that is effective and complementary to the project needs. The following table illustrates our key personnel, their project role. The following staff will be available as requested by the City.

Key Personnel	Project Role	General Responsibilities
Mario Mera	Principal Project Manager	Will provide executive oversight and monitoring, allocating company resources and handling contract matters.
Gabriel Perez	Project Control Manager	Will develop, maintain and update master program schedules as required. Will also review monthly/weekly short interval progress schedules for compliance with the master CPM schedule. Will monitor project funding and budgets. Will assist City staff in preparing Staff Reports for City Council authorization of project budget adjustments.
Jonathan Ko	PM/CM III	Will manage the project from start to finish, serving as the major point of contact for the City of Huntington Park on project-by-project basis. Will ensure that overall approved project budgets and schedules are met. Will perform constructability reviews of plans and specifications, conduct preconstruction conferences, coordinate and provide recommendations for bidding and award processes. Will issue City approved Notice-To-Proceeds to commence construction contracts. Will coordinate the submittal and RFI processes, manage the change order process. Will coordinate and recommend contractors' monthly progress payments. Will analyze issues, seek appropriate advice, provide recommendation, and maintain Issues Log to ensure efficient and complete resolution of outstanding items. Will recommend mitigation and/or resolution of claim exposures and liabilities, implement claims avoidance procedures and recommend resolution of disputes. Will coordinate Public Relation notices. Will prepare monthly reports highlighting project progress (indicating construction change order status, cost issues, and schedule). Will assist City staff in presenting project status reports at the City Council Meetings as required. Will coordinate final walkthroughs and verify that all project deliverable are submitted (required certificated of compliance, O&M manuals, and as-built plans) and process final progress payment to contractor, file Notice of Completion, prepare final report, and review project
William Chipp	PM/CM II	
Paul Metoyer	PM/CM II	
Scott Burkett	PM/CM II	
Sergio Topete	PM/CM I	
Marshall King	Lead Inspector	Will personally inspect key work elements and coordinate the inspection services for specialty/other inspections and material testing. Ensure the construction complies with approved plans, specification, and building codes. Will prepare Daily Inspection Reports. Notify contractors of noncompliance(s) and verify resolution. Review and monitor contractors' safety program for compliance with Cal/OSHA. Notify contractors if unsafe conditions are observed. Will also maintain photographic records, etc.
Juan Carrasco	Inspector	
Jorge Perez	Office Engineer	Will manage the process and file all project documents (i.e., contracts plans and specifications, RFI submittals, material data and samples, close out documents, and change orders).
Ben Azul	Senior Estimator	Will review and estimate costs for establishing project budgets. Will also prepare estimates for settlement of contractor change orders (as-needed) on the project.
Bahman Daniali	Senior Scheduler	Will review monthly/weekly short interval progress schedules for compliance with the master CPM schedule. Will monitor contractors' schedules weekly. And notify parties of actual or potential deviations from approved schedules. Will work with project team to correct noncompliance with schedule.
Elaine Silvestro	Environmental Manager	Will review and enforce requirements stipulated in permits issued by regulatory and environmental agencies. Will review SWPPP, or equivalent, documentation prepared by the contractors; and ensure SWPPP / BMP compliance.

Key Personnel Experience

The following are brief resumes for our key personnel.

Mario Mera, V.P. Operations/Principal, Principal Project Manager

Firm
AIMCS

Education
Bachelors of Science, Civil Engineering; California State University, Long Beach

Mario has over 25 years of experience in the Public Works sector of the construction industry as owner's representative. He has served as Senior Project Manager responsible for a $500 million school modernization program, Quality Assurance Manager responsible for the efficient management of the Quality Assurance Team and the effective implementation of a quality assurance program for a $980 million design-build project, Resident Engineer responsible for the successful performance of the construction management team and execution of quality control programs on a $130 million subway tunneling project, and Vice President and Director of Projects for a well-established Los Angeles based consulting firm responsible for winning several public and private agency contracts. Mario has been responsible for the successful selection and supervision of several management teams, has developed and implemented strategic execution plans, and created and successfully managed matrix and hierarchy style organizations comprised of approximately 50 to 60 professionals.

Mario is highly competent in all phases of program and project management; program/feasibility study development; design development; construction management; constructability reviews; bid evaluations; award, execution, and administration of professional services, design, and construction contracts; instructing and directing contractors; avoidance, mitigation, and resolution of claims; and contract close-outs. He possesses a command of project control tools; has established program, project, and construction budgets and milestones; directed and assisted in the development of acceleration strategies, mitigation plans, and schedule recovery plans; and provided change order time impact analysis and claims evaluations. He is experienced utilizing Primavera for CPM scheduling; Excel for spreadsheets analysis; and proprietary software application programs for change control, submittal, RFIs and RFCs (CCS/PMIS, Expedition, etc.); as well as cost management systems.

Project Experience

Los Angeles County Department of Public Works, CA - Senior Project Manager

Mario is responsible for the execution of various capital projects utilizing the Job Order Contracting (JOC) and design-bid-build project delivery methods. His roles and responsibilities include the effective administration of professional services agreements and construction contracts which result in the successful execution of projects from the programming and feasibility study phases to design development, bid, and award, through construction, to contract completion, closeout, and commissioning. Mario was the responsible Project Manager in development of a $1.2 billion Feasibility Study for a Probation Juvenile Detention Facilities Reconfiguration Program; he was also responsible in the development of an approximately $390 million project cost assessment effort for a Probation Facility Development Project; and for the management of design development and construction execution for approximately over $5 million in Probation Enhancement Projects. Mario is currently the responsible Project Manager in the development of an approximately $24 million Feasibility Study for a Probation Security System Enhancement Program; he is also assigned to the management of construction of an approximately $14 million Superior Court Seismic Retrofit Project; and for the management of a Superior Court ground settlement stabilization and remediation project from feasibility study and

programming, through design development and jurisdictional approvals to bid and award, and finally through construction and contract closeout. Mario is very experienced in directing and coordinating with architects, engineers, inspectors, contractors, clients, and end-users. His expertise includes issuance of Request For Proposals, Notice To Proceed, and JOC Work Orders; monitoring project progress and work activities; assisting the project team in solving field problems; and coordinating with third party entities. His work at the County has resulted in an increase of project completions and overall client satisfaction.

KKCS, Los Angeles, CA - Director of Projects

Mario is responsible for the selection and placement of company staff on project assignments. He communicates and coordinates with clients and staff to ensure the successful fulfillment of contractual obligations and compliance with applicable requirements. Mario establishes positive and lasting relationships with clients, participates in the identification of new business opportunities, and ensures execution of the corporate business plan. He also assists in the day-to-day operations of the business.

BB Bond and Measure-K Programs, Los Angeles Unified School District, CA - Senior Project Manager

Mario was responsible for the execution of a $450 million BB Bond Program and a $50 million Measure-K Program. His responsibilities included development of a Master Plan and effective implementation of the design development and construction program. He was directly responsible for the selection of team members and for providing direction and management of a team of professional consultants (engineers, architects, estimators, schedulers, document controllers and administrators, construction managers, office engineers, and others) which rendered services in the areas of design management, construction management, project controls, estimating, contract administration, and document control. Mario was also responsible for ensuring the effective and efficient performance of staff through all phases of program execution from the development of budgets and design to the completion of construction and close-out of contracts/projects. He also provided performance measurement to the owner; and established and managed project budgets. Mario was directly responsible for identifying a budget shortfall in the air conditioning program, developing additional scope of work for the program, and acquiring LAUSD approval for $62 million of additional program budget. In addition, he prepared quantity surveys and progress payments, administered and assessed liquidated damages, reviewed submittals, and managed the change order process.

Alameda Mid-Corridor Design-Build Project, Los Angeles County, CA - QA Manager

Mario was responsible for all construction quality assurance activities on the $780 million Alameda Mid-Corridor Project. His duties included supervising the QA Field Engineer Staff and coordinating QA Field Surveillance activities; providing independent oversight of construction work such as excavation, concrete, reinforcing steel, mechanical, and electrical work for construction of approx. 27,000 cast-in-drilled hole piles, 29 precast/prestressed concrete bridges, 10 miles of invert concrete, and 20 miles of shotcrete walls; and verifying conformance with approved plans, specifications, and permits. He also engaged the services of material test laboratories to verify compliance with material specifications.

BB Bond Projects, Los Angeles Unified School District, CA - Deputy Project Manager

Mario was responsible for development of the Master Plan for prioritizing completion of critical projects and coordinating proper phasing between projects. He managed projects through all project life-cycles including planning and design (constructability reviews, design coordination, and phasing); procurement (pre-bid meetings, bid evaluations, and award); and construction

(cost and schedule management, contract administration, performance compliance to specifications, claims/changes administration, and close-out). This successful coordination and management resulted in follow-on work in new facilities construction, including a $68 million high school, $42 million middle school, and $12 million elementary school.

Los Angeles Metro Red Line Subway, CA - Resident Engineer

Mario assisted in mitigating 2 years of mining delay. He managed and supervised the QC Inspection staff; coordinated engineer, owner, contractor/subcontractor, and third-party efforts; supervised and directed field office staff; and provided site support in all facets of construction management including but not limited to scheduling, project control, estimating, contract changes, documentation control, quality control/assurance, safety compliance, contract administration/ compliance, and assessment and mitigation of claims.

Gabriel Perez,
Project Controls Manager

Gabriel has 15 years of project controls experience on rail, environmental, civil/structural, and seaport facilities projects. This includes assignments in engineering/design, procurement, and construction environments, using project management software for budget schedule development, financial analysis, forecasting, and report generation.

Firm
AIMCS

Education
Bachelor of Arts, International Studies; University of La Verne

Project Experience

Los Angeles County Department of Public Works, CA—Senior Project Controls Scheduler

Gabriel's duties included development of project master schedules for $2.1 billion in projects including fire stations, sheriff stations, libraries, beaches and harbor facilities, courthouses, probation facilities, hospitals, parks, and recreation facilities. He was responsible for monitoring systems integration cost and schedule programs for Los Angeles County Capital Projects, providing monthly status updates and schedule analysis. Gabriel reviewed the contractor baseline schedule/schedule of values for compliance with contract documents, and provided ongoing review and update of master schedule specifications. He developed policies and procedures for implementation of Expedition, developed training manuals, and conducted training for LACDPW's Project Management Division.

Bond BB Repair & Construction Program, Los Angeles Unified School District, CA—Senior Project Controls Engineer

Gabriel's duties included controlling costs and schedule for $108 million in projects. He developed project master schedules for staff planning and resource distribution, monitored project progress against an established baseline, coordinated with inspectors to verify quantities in place, developed payment procedures, and certified contractor progress payments for client approval. Gabriel also developed a monitoring system for use in allocation of costs and resources, schedule and cost variance detection, workaround planning and scheduling, and time impact analysis. Additional duties included processing RFIs and change orders, preparing bid packages, and maintaining monthly progress report updating cost/schedule status.

Los Angeles Transportation Authority, CA—Project Controls Engineer

Gabriel's duties included reviewing various contractors' schedule submittals, and analyzing CPM schedule delays, disruption, and loss of productivity claims for the Authority's fast-track system-wide environmental, maintenance, operations, and construction projects. He analyzed various options to mitigate cost and schedule impacts to the project including presenting options and making recommendations to Project Managers. Gabriel provided ongoing review and update of master schedule specifications, provided earned value measurement, and prepared cost forecasts.

Environmental Services, City of West Covina, CA—Cost Analyst

Gabriel developed and monitored the management system used to analyze the annual budget for the City. He prepared and published monthly reports updating the progress of expenditures, commitments, incurred costs, and forecast values for presentation to upper management. Gabriel updated resource loading plans to provide perspective for cash flow requirements, assisted in the development and maintenance of contingency accounts, and maintained project files and logged correspondence in accordance with the City's filing structure.

Jonathan Ko, PM/CM III

Firm
AIMCS

Education
Master of Engineering, Civil Engineering; Oklahoma State University

Bachelor of Engineering, Civil Engineering; Oklahoma State University

Professional Registration & Training
Professional Engineer: California

Jonathan has 25 years of construction experience with planning, implementation, coordination, and project controls. His change order management includes estimating for cost proposals, negotiations, and incorporation into contract change orders. He is responsible for all engineering functions including scheduling and quality control. He determines subcontract pay requests and initiates project progress payments by timely updating and tracking job progress. His subcontract management includes providing engineering support to ensure smooth project operations and he actively participates in project/office management and administration. Jonathan has a high degree of proficiency in a variety of software applications including Microsoft Windows, Word, Excel, Proficient in Primavera 3.0, Expedition, Prolog, Suretrak, Aldergraph, Garocpm, Lotus 123, Quattro Pro, Word Perfect, Basic and Fotran Programming Language.

Project Experience

Los Angeles County Department of Public Works, Retrofit Projects at Martin Luther King/Drew Medical Center, CA - Project Manager

Managed various retrofit projects utilizing the Job Order Contract process. Coordinated with the architects in getting OSHPD approval. Issued Request for Proposals and Notice to Proceed through the use of Work Orders. Monitored job progress and work activities, and assist project team in solving field problems. Coordinated work and meetings with users. Managed construction activities in hospital facilities through phasing with minimum impacts to users. Assessed and approved progress payments. Managed construction projects by using the County procedures. Closed out work packages. Prepared, negotiated cost proposals and finalized into change orders. Submitted progress payment using cost loaded schedule and handle subcontract payments. Conducted oversight of construction proposals, projects and contracts. Managed and administered contracts and contract negotiations; reviewed and resolved all issues affecting contractual rights/obligations and provides interpretation of terms and conditions. Ensured compliance with all state, local and federal regulations and manages activities involved in the development and revision of proposals (RFPs). Participated in providing proactive and analytical troubleshooting applying strong planning and decision-making abilities to meet challenges and provide senior-level advice on complex project issues. Processed and negotiated added costs to contract with owner on daily basis. Performed budget transfers as necessary and related to monthly billings and approved changes. Issued subcontractor change orders monthly. Prepared monthly billings for owner submittal, and invoices for accounting department. Manage IB, ASI, CO transmission from Architect's team and issuance to subcontractors. Managed team of engineers and superintendents daily related to scope changes, added costs, punch list management, and close-out process.

UCLA Westwood Replacement Hospital, Los Angeles, CA - Senior Project Engineer

Responsible for construction of hospital project requiring OSHPD approval through the NOVATION process. Received, reviewed and decimated multiple change documents. Maintained all logs relating to change issues and claims. Prepared, negotiated cost proposals and finalized into change orders. Submitted progress payment using cost loaded schedule and handle subcontract payments. Provided job costing and work closely with Vice President, Project Manager, and Superintendent in arriving at a realistic quarterly profit and loss projection.

Managed incoming and outgoing mail including initiating responses. Involved in some preparation, review and approval of submittals. Participated in solving engineering problems and construction difficulties. Participated in implementing a safe working environment. Worked with the project team in managing major subcontractors. Managed and coordinated subcontractors for all interior finish trades. Prepared close out documents on phase-by-phase basis. Continuously updated construction drawings and maintained as-builts based on RFI and IB changes. Supported scope change identification for added costs. Responsible for submittals and RFIs of the applicable trades. Monitored procurement log schedule for long lead items. Prepare, negotiate cost proposals and finalize into change orders. Submitted progress payment using cost loaded schedule and handle subcontract payments. Worked with engineers in reviewing technical specifications for submittal preparation and contract administration. Participated in negotiation of contract change orders amendments and claims. Developed time impact analysis from the cost estimates and change notices received from the Construction Managers.

BART San Francisco Airport Extension, CA - Senior Project Scheduler

In charge of a team responsible for creating and maintaining the design-build line, track work, and systems project schedule. Managed cost and resource loading by subcontractors to facilitate bimonthly progress payment requisitions as required. Maintained monthly progress update and developed schedule reports, graphs, and report writing. Assessed subcontract work achievement and initiated routine subcontract progress payments. Incorporated change order activities into active schedule and studied delay impacts by creating fragnet schedules. Worked closely with project team to develop schedule revisions and to mitigate delays. Assisted project teams by forewarning potential scheduling problems and recommends rectification. Communicated with all project participants.

Los Angeles Metro Red Line, CA - Project Engineer

Led a team of engineers and site personnel in construction of Vermont/Sunset subway station. Interfaced with Construction Manager and responsible for management of contract. Initiated correspondence, developed claims, and processed contract changes. Provided costs control and managed subcontractors. Provided engineering support and quality control in ensuring an on-schedule and below budget construction project. Major scope of work including traffic control, structural excavation support system, station excavation, concrete placement, station finishing, backfilling, and street restoration.

Los Angeles Metro Green Line, CA - Project Engineer

Supervised engineering personnel by ensuring smooth operation of engineering functions through task delegations. Provided engineering support and made regular field trips to resolve engineering related issues. Monitored major construction activities. Controlled correspondence and wrote subcontract agreements, purchase orders and change orders. Developed and tracked claim issues. Provided estimating and support for bidding projects. Work included finish work on transit stations at Long Beach Station, Wilmington Station, Avalon Station, 105/110 Station, Crenshaw Station and Vermont Station. Provided engineering support for construction of Metro Green Line Maintenance Contract. Provided engineering support for construction of Los Angeles Metro Blue Line to meet the latest ADA standards. Also Project Engineer for Los Angeles Metro Link project to upgrade the Union Station Terminal.

William Chipp, Architect AIA, PM/CM II

Firm AIMCS
Education B.A. Environmental Architecture
Professional Registration & Training LEED AP
Licensed Architect, California and Missouri

William has a comprehensive background in Project Management and Construction Administration for all phases of planning, design and professional administration including client and contract relationships. In all phases. Mr. Chipp has worked with the team to make sure the project is on schedule and keep track of the progress and cost. With the knowledge and experience in both design and construction, Mr. Chipp is an active partner with the client and contractor in building according to the contract documents.

Project Experience

Los Angeles County Department of Public Works, Retrofit Projects at Long Beach Courthouse, Long Beach, CA. Senior Architect

William was the Senior Project architect Administrator for the 10 million dollar structural seismic upgrades on 11 floors of operating court and county functions. Work included but was not limited to ADA upgrades to all restrooms and the Fire Alarm System. William was responsible for defining and maintaining project plans and documents. Involved in construction administration including budget and schedule management, progress monitoring and change order negotiations. Managed various retrofit projects utilizing the Job Order Contract process.

Kern High School District, Bakersfield, CA. Senior Architect.

As Senior Architect, William oversaw Utility and ADA Upgrades for 3 million dollar review of the bidding process and contractor selection for City Manager, and coordination with inspector and agencies to resolve contract issues during construction thru close-out . Performed technical review of proposed plans and specifications, Conducted research and wrote concise technical reports on systems, equipment, and installation methods. Received, reviewed and decimated multiple change documents. Maintained all logs relating to change issues and claims. Prepared, negotiated cost proposals and finalized into change orders. Submitted progress payment using cost loaded schedule and handle subcontract payments.

Sharper Elementary School, El Monte, CA. Senior Project Architect

William oversaw a 12 million dollar new 5 building campus comprising of three 2 story classroom buildings, separate administration and library buildings centered around a campus like courtyard as part of existing buildings. Managed monitored and controlled the scope, schedule and budget in order to ensure the project success to deliver the project on time and within budget. Processed payment requests, RFI's, Change Orders, submittals, correspondences, emails, while keeping key stakeholders informed of the construction progress.

LAUSD Belmont Shore HS #11 Project Coordinator

Led a team of engineers and site personnel in construction. Coordinate Forensic Study with development of construction documents for DSA approval and bidding. Acted as the liaison and coordinator for the school district staff, engineers, DSA field inspector and fire marshal, local agencies and utility companies. Conducted weekly meetings for construction processing payment requests, submittals, and shop drawings answering RFI's and reviewing change orders.

The Krausz Company – S. San Francisco Staff Architect

Supervised engineering personnel by ensuring smooth operation of engineering functions through task delegations. Staff Architect for Southern California Remodel and upgrade 1.2

million sq. ft. $100mil. Buena Park Mall. Monitored the contractor operations for conformance to contract documents, applicable codes, contractor claims review and negotiation. Actively assisted Contractors and design team in the resolution of existing field conditions,. Conducted periodic quality assurance inspections, constructability reviews, value engineering studies and prepared monthly status reports for all projects.

Perkowitz & Ruth Architects – Long Beach CA, Senior Project Manager
Senior Project Manager Coordinate design and client/developer relationship for various retail projects. Coordinated with the contractor on the overall construction sequence, payment request review and approval and change order management. Monitored and tracked all RFI's submittals, and potential claims with contractors.

Mathias Thorner Design – New York, NY & Munich, Germany Senior Project & Office Manager
Coordinate with clients the design, planning and construction documents through administration and development completion.

Hambrecht Terrell International – New York, NY
Senior Project Manager
Marketing and coordinating with staff and client the interior and design programs, and overseeing the contract documents and construction.

The Austin Company – Kansas City, MO Project Manager Executed Design Build coordination with in house design and construction teams on various projects including manufacturing/office plants and the FedEx airport.

HNTB - Kansas City, MO Project Architect
Coordinated drawings with in office staff and consultants, and review shop drawings during construction phases for various projects.

URS Corporation – Kansas City, MO Project Job Captain
Oversaw and prepare architectural construction document for issue and coordination with consultants for 2 new hospital projects.

Paul Metoyer, PM/CM II

Paul has 25 years of experience in the Public Works sector of the construction industry as Regional Project Director, Local Facilities Director, and Senior Project Manager for programs including a $500 million school modernization program. He has selected and supervised management teams; developed and implemented strategic execution plans; and directed, mentored, and built team spirit. Paul has created and managed matrix and hierarchy style organizations comprised of 50 to 100 professionals, obtaining a proven track record as Owner's Representative, Manager, and Project Coordinator.

Paul is highly competent in all phases of program and project management; design development; construction management; constructability reviews; bid evaluations; award, execution, and administration of professional services, design, and construction contracts; instructing and directing contractors; avoidance, mitigation, and resolution of claims; and contract close-outs. He possesses a command of project control tools; has established program, project, and construction budgets and milestones; directed and assisted in the development of acceleration strategies, mitigation plans, and schedule recovery plans; and provided change order time impact analysis and claims evaluations.

Paul is experienced utilizing Primavera for CPM scheduling; Excel for spreadsheets analysis; MS Word for written correspondence; and proprietary software application programs for change control, submittal, RFIs, and RFCs (CCS/PMIS, Expedition, etc.); and cost management systems.

Firm
AIMCS

Education
Bachelor of Science, Engineering Technology Construction Management; California State University, Long Beach

Bachelor of Arts, Professional Integrated Studies; University of De Paul

Professional Registration & Training
Licensed General Building Contractor: CA

Licensed General Engineer: CA

Concrete License: CA

Swimming Pool License: CA

Project Experience

Parsons/AIMCS, Los Angeles, CA—Regional Project Management Director

Paul implements Job Order Contracts (JOCs) for maintenance, new construction, and engineering and design. He is responsible for planning, coordinating, and providing leadership for the implementation of JOCs. An expert in school design and construction processes including contract administration, professional services agreements, bidding documents, and contractual requirements applicable to Public Work Projects, Paul is familiar with the principals of Public Contract Code, contract law, scheduling, estimating, and construction of buildings and structures. He provides supervision and direction for alterations and construction improvement activities in planning, designing, and implementing facilities projects. Paul plans, directs, coordinates, and prioritizes maintenance, repairs, capital outlay, and construction projects for school buildings, grounds, and equipment for maximum efficiency and cost effectiveness. He coordinates all technical and related activities with the owner, subcontractors, suppliers, inspector, and governing authorities. He also establishes construction budgets, schedules, contracts, subcontracts, purchase orders, progress requests, and payments.

District E, Los Angeles Unified School District, CA—Local District Facilities Director

Paul led a team of approximately 150 technical and support personnel in the delivery of construction, maintenance, and operations of projects for existing facilities. He planned, organized, and directed all facilities activities involving the maintenance, repair, and renovation of existing facilities within the District. Paul communicated with site administrators; parents; faculty; school stakeholders; Facilities Services Division management personnel; Environmental, Health, and Safety personnel; contract project management personnel; and representatives of governmental regulatory agencies. He also had oversight of community outreach for the identification of potential building sites and to provide a forum for community input on new construction. Paul is familiar with local and state building codes and safety regulations; and current practices, processes, and materials used in the maintenance and repair field including the construction, installation, and maintenance of school buildings and grounds. He is also familiar with current practices, procedures, and materials used in the day-to-day operations of school facilities including custodial, gardening, and pest management practices. Paul's expertise includes managing renovations and reconstruction projects, training, employee evaluations, and employee relations.

UHI Engineering & Construction, CA—Owner, Construction Manager, Project Manager

Paul provided supervision and direction for all facets of construction projects from inception through close-out within the guidelines of direct mortgage lenders for the Department of Urban and Housing Development (HUD). He established, arranged, and facilitated training classes on real estate acquisition, rearrangement, and disposition of properties for HUD and its affiliate mortgage broker lenders. Paul provided day-to-day technical direction for design, construction, and modification; and established long- and short-term facilities action plans for maintenance and rehabilitation of private institutions such as churches and schools. He coordinated all technical and related activities with the owner, subcontractors, suppliers, inspector, and governing authorities; established construction budgets, schedules, contracts, subcontracts, purchase orders, progress requests, and payments; and established and maintained communications with investors, non-profits, and public organizations.

Union Inspection, CA—Senior Contracts Administrator

Paul participated in the development of project assignments, contracting goals, objectives, procedures, and work requirements to accommodate the construction of Metro-Link stations, railway, maintenance facilities, bridges, fly-overs, and maintenance of ballast and railways. He reviewed, developed, and monitored SCRRA standard contract documents and internal policies for consistency, quality, and completeness with local city, state, and governmental agencies to support the installation of heavy rail systems. Paul investigated pertinent program requirements and prepared requests for proposals, conducted bidder conferences, and reviewed all responses for conformity to contract requirements.

Hughes Aircraft, CA—Senior Facilities Subcontract Administrator

Paul developed contract specifications and work statements for facilities services and construction projects within the guidelines of the Federal Acquisition Regulations (FAR) and Defense Acquisition Regulations (DAR). He developed terms and conditions for procurement of specialized or complex construction, rearrangement, materials, equipment, and services for maintenance and operation of more than 30 satellite facilities within FAR and DAR guidelines and local Public Works codes and regulations. Paul initiated and reviewed design criteria for facilities rearrangement and construction; coordinated all construction activities with related disciplines; and wrote, awarded, and administered the resulting contracts.

Scott Burkett, PM/CM II

Firm
AIMCS

Education
Bachelor of Science, Business Administration; California State Polytechnic University

Bachelor of Arts, Christian Studies; Pacific Christian College

Professional Registration & Training
OSHA 40-Hour Certificate

Scott has 25 years of experience in the construction industry and has worked on numerous education projects. As Project Director, Scott has worked closely with the project teams to ensure construction activity progresses smoothly at the project site. He has been responsible for the daily onsite operations of projects, ensures that safety is addressed, and assists in the coordination of contractor activities. Scott strives to ensure that disruptions to surrounding neighbors are kept to a minimum during the construction of projects. He is well versed in multiple project administration, is capable of coordinating high numbers of activities at multiple sites, and is accustomed to working with varying levels of personnel in a public agency environment.

Project Experience

California Polytechnic University, Pomona, CA - Senior Project Manager

Scott managed $60 million of student housing work to add 600 new beds and about 276,000 square feet of structure to the campus. Along with the projected additional buildings, campus infrastructure was modified and added to for main electrical service, plant, and controls. This project is running ahead of schedule and is currently beginning punch work to allow some early occupancy by the University.

Los Angeles Community College District, CA - Senior Project Manager

Scott managed the construction of a $60 million parking structure to add over 600 covered parking spaces to the campus, and addition of a $15 million 300+ megawatt solar field to the campus energy supply. Scott also managed the design-build of a new $25 million campus-wide HVAC wet system, and installed a major utility plant. These projects were integral and critical to the campus-wide construction of classrooms and facilities.

Los Angeles Unified School District School Repair & Construction Bond Program Project, Management Region I, CA - Senior Project Manager

Scott provided construction management services for approximately $1.5 billion in school modernization programs. LAUSD contains nearly 900 schools spread out over an area of 708 square miles and had approximately 6,000 projects that needed to be managed at one or more local districts. Scott served as an extension of LAUSD District I, B and central office staff, and provided support to LAUSD's mission of building and modernizing facilities to maintain and improve instructional programs. The project scope includes design management, pre-bid functions, and construction contract administration. Scott planned, organized, directed, coordinated, and reported the project management activities of multiple project teams. He was responsible for 4 to 15 projects simultaneously, ranging in construction value from $2 million to $60 million.

Hollywood Roosevelt Hotel, CA - Project Manager

This historic renovation of a 13-story hotel including rooms, operations, and public areas; replacement of all exterior windows classified as historic; refurbishment of the historic décor painting and public area floors; and reconfiguration/reconstruction of public area stairways while maintaining historic standards. Scott evaluated the established project budget and recommended adjustments as necessary; monitored and maintained the status of obligations, commitments, and expenses against each project; assisted in the solicitation and prequalification of quality general contractors; conducted pre-bid conferences and site visits;

assisted the owner in evaluating bids for responsiveness. He monitored the construction contractor's quality control, coordinated enforcement of contract drawings and specifications in cooperation with the owner-provided Inspector of Record and the architect/engineer, and ensured that all systems/equipment Operations and Maintenance Manuals and Warranties were delivered to Maintenance and Operations Central (MOC) in a timely manner.

Capistrano Unified School District, Rancho Santa Margarita, CA - Project Manager

Scott provided the District with services to implement the District's Strategic Execution Plan for existing facilities modernization and repair of a new 58,000–square foot elementary school. During the pre-bid and design phase, he prepared, evaluated, and recommended the project schedule, including District activities required to maintain target milestone dates; and reviewed designs to recommend alternative solutions whenever the design details affected the construction feasibility or schedule. During the bid and award phase, Scott assisted in the solicitation and prequalification of quality general contractors; conducted pre-bid conferences and site visits; assisted the District in evaluating bids for responsiveness; and assisted the District in processing the contract. During the construction phase, Scott was responsible for managing and coordinating the abatement and remediation of hazardous materials; and completion of environmental remediation plans as developed by the District, its consultant, and relevant agencies such as the Department of Toxic Substances (DTSC). He managed and administered construction contracts including work changes, submittals, construction monitoring, document interpretations, and payments. He also reviewed and monitored contractors' construction schedules and recommended the best sequencing to meet milestone dates and facilitate productivity.

SERGIO TOPETE, PM/CM I

Firm
AIMCS

Education
B.S. in Architectural & Civil Engineering National Polytechnic Institute, Mexico City, Mexico

Registered Engineer Lic. #1298788 (Mexico)

Mr. Topete has over 25 years of Civil Engineering experience, with a career track focused on City Engineering Management, planning, organizing, directing, and review of all activities and operations of a Public Works Department. Duties include: Reviewing, Design and approving plans, specifications, estimates and bids, directing inspection activities, coordination of assigned activities with other departments, divisions and outside agencies, oversight of the City's annual street improvement program, CDBG Projects, SR2S, Prop. C and providing highly complex administrative support to the Public Works Director. Mr. Topete has directed and participated in the construction and inspection of infrastructure projects, establishing project schedules, verification of project status, ensuring compliance with contract specifications and Local and National codes.

Project Experience

City of El Monte Valley Blvd Improvements / Pavement Management System Project Manager I

Sergio was responsible for all construction quality assurance activities on the Valley Blvd Improvements Project. His duties included supervising and coordinating QA Field Surveillance activities; providing independent oversight of construction work such as, concrete demo and work for improvements to curbs and gutter construction. He verified conformance with approved plans and specifications.

ECM Group Senior Civil Engineer

over 5 years of experience working with various municipalities as a Senior Civil Engineer and assistant to the City Engineer / Director of Public Works, in the City of South El Monte in the Southern California Area. Worked to Design, specifications, estimates, contract administration and inspection for Street improvement Projects with Rubberized asphalt. Project list includes Garvey Avenue From Lee Ave. to Potrero Ave. (Rubberized Asphalt Prop C) Merced Avenue from Santa Anita to Rush Ave. (Rubberized Asphalt Prop. C). Michael Hunt Dr from Santa Anita Ave. To Peck Road (Rubberized Asphalt Prop. C). Durfee Ave. from Santa Anita (City limit) to Peck Road (Rubberized Asphalt Prop. C). Central Avenue. From Durfee Ave. To Santa Anita (Asphalt Concrete STPL). Merced Avenue From Klingerman To Fern (Rubberized Asphalt STPL). Santa Anita Avenue From Tyler Ave. To Elliot Ave (Slurry Seal Type II & Medians Prop. C). Thienes Ave. Monte Vista Elementary (Sidewalks ADA Ramps SR2S). Adelia Ave. From Fern Street to Cul-de-Sac (Asphalt Concrete CDBG). Tamora Ave. From Fern Street to Cul-de-Sac Asphalt Concrete CDBG). Peck Road From Durfee Ave. To Thienes Ave (Rubberized Asphalt & Medians Prop. C)

New Temple Park

owned by the School District and leased to the City of South El Monte Presented Park improvements to the school district for approval. Responsible for preparing all documentation and agency approval including a modification for revising rear yard set back requirement, all utility agencies of relocation and/or providing new services, and coordinate/guide all consulting engineers. Also works with in-house estimating to help the client to estimate the project budget,

City of Milpa, MEX. D.F – Construction management and inspection services Various School Districts

Monitored base budget versus budget-to-complete versus budget-at-completion. Prepared monthly payment requests based on the approved schedule of values. Created and reviewed cost-loaded baseline construction schedule against contract specifications including work breakdown structure, durations, relationships, milestones, constraints. Conducted analysis of

progress and delays by comparing updated schedule and baseline schedule. Tracked actual dates of submittals and reviews against due dates of construction activities. Tracked time impacts of RFIs and change orders on project completion.

City of Iztapalapa, MEX. D.F Construction management of sidewalk reconstruction project for the Historic Center. Grading, street, storm drain, Sewer and Water Plans construction supervision

Responsible for development of the Master Plan for prioritizing completion of critical projects and coordinating proper phasing between projects. He managed projects through all project life-cycles including planning and design (constructability reviews, design coordination, and phasing); procurement (pre-bid meetings, bid evaluations, and award); and construction (cost and schedule management, contract administration, performance compliance to specifications, claims/changes administration, and close-out).

City of Miguel Hidalgo, MEX. D.F - Construction management and inspections services of curb gutters and sidewalks

Managed and supervised the QC Inspection staff; coordinated engineer, owner, contractor/subcontractor, and third-party efforts; supervised and directed field office staff; and provided site support in all facets of construction management including but not limited to scheduling, project control, estimating, contract changes, documentation control, quality control/assurance, safety compliance, contract administration/ compliance, and assessment and mitigation of claims.

City of Tlahuac, MEX. D.F - Construction management and inspections services of public library inspection services of various school districts

City of Miguel Hidalgo, MEX. D.F - Construction management and inspections services of curb gutters and sidewalks

Managed and supervised the QC Inspection staff; coordinated engineer, owner, contractor/subcontractor, and third-party efforts; Involved from project initiation through construction. Managed design team, two general contractors, and key subcontractors including mechanical, electrical, and curtain wall contractors. Provided design assistance during development of construction documents. Planned, organized, directed, coordinated, and reported on project team activities including processing payments and change orders.

City of Miguel Hidalgo, MEX. D.F - Construction management and inspections services of curb gutters and sidewalks

Responsible for reviewing drawing packages for conformance with program, permitting, constructability, construction phasing, and design intent. Reviewed all submittal packages including monitoring work flow, working with project architects for each construction document package to develop drawing standards,

Mr. Salazar is a civil engineer with outstanding technical and leadership abilities focused on quality, safety, manufacturability, installation, construction, cost effectiveness, and maintainability. His civil projects include bridges, government buildings, transportation systems, airport terminals, structural, highways and roadways, hospitals, and state/government facilities. Mr. Salazar's commercial projects include high rise buildings, building complexes, industrial parks, schools/universities, corporate/private/public buildings, manufacturing plants, and new construction, while his residential projects include single and multi-family homes. He specializes in building code compliance, reinforced concrete structures, structural steel systems, transportation systems, and site inspections and compliance.

EDUCATION

BS, Civil Engineering, University of California, Berkeley, California, 1996
Certificate of Proficiency for 504, 518, 533, 539, 540, 543, 556, and 557, California Test Methods, Unknown, Unknown, 1900

REGISTRATIONS

Technical Specialist #Concrete Field Testing Technician, Grade I #00133146, American Concrete Institute
Certified Inspector #Level 1 #12050 and Level 2 #21510, Precast / Prestressed Concrete Institute
Certified Welding Inspector #04040661, American Welding Society
Professional Engineer #C69257, State of California

MEMBERSHIPS

Member, Structural Engineers Association of California
Member, Precast / Prestressed Concrete Institute
Member, International Code Council
Member, Construction Management Association of America
Member, American Welding Society
Member, American Society of Civil Engineers
Member, American Institute of Steel Construction
Member, American Concrete Institute

PROJECT EXPERIENCE

Highway and Transportation

Statewide A/E Services and Inspection Contract*, Statewide, California (Area Manager)

Mr. Salazar served as area manager responsible for southern California operations of a $15 million statewide contract for inspection services. He worked directly with Caltrans client through the Los Angeles Branch Manager assigned under the Division of Engineering Services (DES), Materials Engineering and Testing Services (METS), Office of Structural Materials (OSM) District 59 (headquarters). Mr. Salazar oversaw the team's technical and administrative direction including subconsultant coordination, he managed a staff of five project engineers and 15 welding, concrete, and materials inspectors in Districts 5, 7, 8, 9, 11, and 12. He also reviewed and approved engineering technical and inspection reports prior to submittal to Caltrans.

Statewide A/E Services Contract*, Statewide, California (Principal Engineer and Senior Engineer)

Mr. Salazar served as senior engineer and more recently as principal engineer for two consecutive multi-year architectural and engineering contracts valued at $6 million and $15 million. Hr prepared technical engineering reports with recommendations related to concrete and steel bridge fabrication. He conducted steel bridge fabrication audits at overseas facilities in China, Korea and Japan for the purpose of qualifying subcontractors for work on the New East Span of the San Francisco-Oakland Bay Bridge. Additionally, he assisted in the development of the Caltrans Manufacturing Qualification Audit for Overhead Sign and Lighting Pole Structures, and conducted several audits based on this program. Mr. Salazar assisted Caltrans in defending construction claims filed by prime contractors successfully saving the state hundreds of thousands of dollars in unjustified damages.

Transit

LA Metro CMSSC – BRT, Los Angeles, California (Project Engineer)

Mr. Salazar is serving on the BRT portion of the LA Metro construction management support services project. This seven-year IDIQ contract, inclusive of two one-year options, will support key projects including the $215.6 million extension of the Metro Orange Line Extension (MOLE) Bus Rapid Transit system; the landmark, nearly $1 billion, I-405 Freeway Design-Build Sepulveda Pass Widening; and a new Metro Union Division Bus Maintenance and Operations Facility in Los Angeles.

** denotes projects completed with other firms*

Bob Grinley
PM/CM II

Stantec

For more than 30 years, Bob has served as a senior level inspector and **construction manager** for all phases of highway, bridge, and railway systems. Throughout his career he has been responsible for reviewing contract drawings/specifications; maintaining contract as-builts; preparing daily reports, FHWA EEO Reports, and submittals; and monitoring the construction process. Bob has worked closely with the City of Los Angeles Bureau of Contract Administration, LA Department of Transportation, and Caltrans. Additionally, he has participated in all levels of claims activity on both the contract and management sides.

EDUCATION

AS, Business, Long Beach City College, Long Beach, California, 1970
AC1-1 Certification, American Concrete Institution, Los Angeles, California, 1993
250 hours, East Los Angeles Trade Tech – Reinforced Concrete Construction Inspection, Los Angeles, California, 1994
Trenching Excavation Safety Training Course: Federal and California OSHA Standards, Univeristy of California, San Diego, California, 2000
Metro Safety Rail and Red Tag Certified, Los Angeles County Metropolitan Transportation Authority, Los Angeles, California, 2009
BS, Finance, California State University, Long Beach, California, 1971

PROJECT EXPERIENCE

Bridge Inspection, Assessment and Rehabilitation

Marina Bridge Removal/Replacement*, South Bay (Redondo Beach to Seal Beach), California (Onsite Inspector)
Bob served as the onsite inspector for all phases of bridge removal/replacement and corresponding civil work. The project involved the removal of a 390-foot wooden beam bridge in two phases and replaced with concrete reinforced pre-stressed bridge across the San Gabriel River between Long Beach and Seal Beach. This project was unique due to the various environmental agencies oversight and tidal influence that affect work activity. The bridge remains active with traffic activity during the construction process. All work was built to Caltrans standards.

Roads and Highways

71 Freeway*, Chino Hills, California (Superintendent)
Bob was responsible for the project layout, building approach slabs, retaining walls, ramps and freeway sections. All work was constructed to Caltrans standards.

Transit

LA Metro CMSSC (El Monte Transit Center), El Monte, California (Construction Manager)
Bob is serving as the construction manager on the El Monte Transit Center Expansion – a portion of Stantec's seven-year IDIQ contract called the ExpressLanes, a one-year demonstration project that will provide improved transportation options. The aim of this program is to foster incentives for sustainable change that creates time savings, cost savings, reduces pollution, and effectively manages our current roadway network – basic essential elements of a green corridor.

Vermont Turnout Structure B211 – Metro Red Line*, Los Angeles, California (Superintendent)
This project involved the development of a tunnel spoil laydown area and the export of all tunnel spoil generated from the Vermont Station to Western Station.

Normandy Station B221 – Metro Red Line*, Los Angeles, California (Superintendent)
This project involved the excavation of the Normandy subway station, as well as its side structures and utility relocations.

Various Rail Station Projects*, Los Angeles, California (Superintendent)
Bob was responsible for providing the structural support for the excavation and decking of the stations and side structures. His other duties involved relocation of public utilities, resolving subcontractor problems, and providing full compliance to contract documents.

** denotes projects completed with other firms*

One Team. Infinite Solutions.

Bob Grinley
PM/CM II

Stantec

Metro Red Line No. 3, North Hollywood Extension*, Los Angeles, California (Senior Inspector)
Bob was the senior inspector on this 6.4-mile, $1.3 billon project. His responsibilities included all phases of civil and structural inspection at the Hollywood/Highland and Universal stations. This project included subway station facilities, tunnels, new roadways, bus facilities, and parking lots. He was also responsible for two multi-span bridges (design-build) over the 10-lane US 101 Freeway. Bob provided oversight on the Hollywood/Highland subway station and connecting tunnels.

Pasadena Gold Line, Light Rail – Design Build*, Pasadena, California (Segment Manager/QA/QC Oversight)
Bob provided oversight for the Southwest Museum and Avenue 57 Stations, as well as 7 miles of light rail track with 10 grade crossings. This design-build project that was completed under budget and on schedule.

Westside Orange Line-BRT*, Los Angeles, California (Oversight Inspector)
Bob served as the oversight inspector for Metro on this 14-mile dedicated busway from North Hollywood to Woodland Hills. This design-build project was built to CONAD-Metro standards.

Eastside Light Rail Transit – Design Build*, Los Angeles, California (Chief Underground Inspector)
This $800 million, 6.5-mile-long project includes six at-grade stations, two underground stations, two portals, and 1.7 miles of twin tunnels. This project currently has more than four million man-hours of work without a loss time accident.

Expo Light Rail (Phase-1) – Design Build*, Los Angeles, California (Lead Inspector)
Bob served as the lead inspector on this FFP project that runs 9 miles long with six at-grade and three aerial stations.

Tunnels

MacArthur Park Lake Bottom Excavation B201 – Metro Red Line*, Los Angeles, California (General Foreman)
This project involved the excavation of a 5-foot, or acceptable, subgrade from the existing grade of an 8-acre lake bottom at Wilshire and Alvarado. This work also included dewatering and the export of more than 10,000 cys of contaminated soil. Other export included the tunnel spoil from MacArthur Park TBM ports to the Vermont Station, as well as the remainder of lake bottom spoil. Bob maintained the records for claims and quantity takeoffs for work-in-progress payments.

** denotes projects completed with other firms*

Marshall King, Lead Inspector

Marshall has more than 25 years of experience in project and construction management, and is highly proficient at auditing contractor construction activities with regard to client specifications. He has the proven ability to provide oversight and verification of structural, civil, electrical, and mechanical work, and is distinguished by his ability to respond effectively to changes in the field. Marshall has significant experience in heavy construction as a construction manager and inspector, including interfacing with utility agencies and complying with California laws regarding excavations.

Firm
KKCS

Education
Coursework in Business Administration

Professional Registration & Training
OSHA 10-Hour Safety Training

Project Experience

L.A. Metro Union Station—Construction Manager/Senior Inspector

Marshall oversaw construction and inspection services on behalf of the Los Angeles County Metropolitan Transportation Authority (LACMTA) for a 2-level heavy rail subway hub station in Downtown Los Angeles. He established the original start-up system to procure and review all required documentation prior to commencement of work by the contractor, and was responsible for the interpretation of all approved contact drawings, specifications, and submittals encompassing all facets of construction. Marshall also provided detailed and complete documentation to the client and the U.S. Department of Transportation. He reviewed all reinforcement and detail drawings for structural placement of rebar; monitored, directed, and supervised staff for the placement of 70,000 yards of structural concrete; audited suppliers for quality engineering; and interfaced with structural, mechanical, electrical, and civil engineers.

L.A. Metro Universal City Metrolink Red Line Station—Lead Inspector/Construction Manager

Marshall supervised daily management activities for construction of the Universal City Metro Rail subway station and turn-out structure. He supervised structural, mechanical, and electrical inspectors. His duties required interfacing with the engineering teams for field verification of construction activities and with LACMTA for field verifications to monitor and audit contractors, resident engineers, subcontractors, and equipment installers.

LAUSD Region 1 Construction Bond Program—Construction Manager

Marshall oversaw and verified that all campus construction activities performed by the contractor complied with Los Angeles Union School District (LAUSD) contract specifications and drawings. He was responsible for final submissions of drawings to LAUSD and the DSA, and auditing of close-out documentation according to prior specifications. In addition, he participated in "Lessons Learned" sessions to enhance quality and contract compliance.

Los Angeles Community College District Construction Bond Program—Construction Manager

Marshall supervised the completion of 100 drawings for the DSA prepared by various engineering firms. He also established a grid for all underground utilities, including the Los Angeles DWP, Southern California Edison, the Southern California Gas Company, and Pacific Bell; and coordinated all utility rerouting prior to the start of construction of a new underground parking structure.

Juan Carrasco

Inspector

Mr. Carrasco has more than 15 years experience as Construction Inspector and Project Superintendent. He has served in numerous public works projects as Construction Project Superintendent, and Construction Inspector. Versatile Construction Building Inspector of Record with 16 years in all phases of successful project and construction inspection with progressively responsible positions. Strong background in supervising and managing with experience in planning, organizing and controlling inspection phases. Thorough knowledge of engineering and construction principles and procedures, quality control, inspections, building codes, applicable laws, government regulations and reporting procedures.

Committed to qualify inspection service and satisfaction; received numerous statements of commendation from city officials for cooperation, conscientiousness and excellence in inspection quality and service, consistently completing jobs in a professional and timely manner.

Project Experience

AIMCS El Monte Gibson Mariposa Park - Inspector
Construction Building Inspector (IOR),Quality Control (QC)

Duties are IOR & QC to make sure contractor and there subs are following Plan and Specification for $2 million project. Gibson Mariposa City Park, ADA parking, basketball courts, water splash pad, maintenance building with ADA restrooms, landscaping, CMUs wall at property line, working with Edison Company to move power pole and placing electrical meter, Southern Pacific Railroad to place new fence at property line

G CREW Construction Building Inspection (IOR); Construction Quality Control (CQC)

Responsible for services at Phase II of the Cal Poly Residential Suites in Pomona, CA on a four-story, 135 suite, $65 million, type V one hour rated construction with a three building interconnect framed, 9 structures and a single story connected cafeteria. Also inspect landscaping, side walks, roads and parking lots with compaction requirements.

CONSOLIDATED CM CONSTRUCTION MANAGERS – Oakland, CA
Resident Engineer / Inspector of Record / Quality Control Inspector
In charge City of Woodland Senior & Teen Community Center (2 yr. project)

Served as the Inspector of Record with ADA requirements on a new $23M Woodland Community Center from the start of construction until the successful completion. The Community Center houses a teen center, a senior center, banquet rooms, food preparation and service facilities, soccer fields, inside and outside basketball courts, exercise rooms and a full gymnasium, a dog park and outside concert area.

City of Davis Public Works Building

Firm
AIMCS

Education
ACI Concrete Certification
-

San Mateo College – Residential/Commercial Electrical Building Codes, 2002, 2003

Pacesetter School – UBC, UPC, UMC and NEC Codes and Specifications, 1994

Fullerton College – AA Construction Management

Contractors License – General 1984 – Inactive

ICBO, ICC Building Inspector Certification #1028740

IAMPMO Plumbing Inspector #098265

IAMPMO Mechanical Inspector #090584

2000 IBC & ICC 1028740

1997 Uniform Building Code 1028740-10

Chico State University – New Administration Building ($68 million LEED project)

City of Woodland Firehouse #2 Renovation

Served as Inspector of Record for the $4M remodel of approximately 70% of an existing fire station while leaving the engine bay and dispatch room available for full emergency response with ADA requirements. The scope of work included: removal and replacement of HVAC systems, constructing a new loft area, conversion of a vehicle bay into an equipment room, renovation of sleeping quarters, remodel kitchen, showers and restrooms, roof modifications and structural reinforcement.

CSU East Bay Pioneer Heights Housing Project – Phase III

Provided Inspector of Record service for this student dormitory / 4 story $65M fast paced multi-phase housing and infrastructure project with ADA requirements. The scope of work included 6 new, four story dormitories, a single story recreational building, a dining hall with kitchen, as well as a mile of new storm sewers, water, gas and power utilities, landscaping, paving, sidewalks, curb and gutter.

Jody Hall, Senior Transportation Inspector
Senior Inspector

Stantec

Mr. Hall's career includes 23 years experience in tunneling, underground construction and construction inspections. His tunnel experience includes hard rock with Tunnel Boring Machines (TBM's) and soft ground tunneling using digger shields and Earth Pressure Balance TBMs (EPBM). His experience also includes tunnel work such as shaft sinking in rock and in soil and permeation grouting to prevent water infiltration into excavations. All of his experience has been in Los Angeles, San Bernardino, and Riverside Counties.

PROJECT EXPERIENCE

Construction Support Services

MTA Segment 1*, Los Angeles, California (Miner)
As a miner, Mr. Hall was responsible for soft ground shaft and addit excavation, tunneling with a Mitsubishi digger shield, chemical grouting, and compaction grouting hand mined cross passages, HDPE, and rebar installation along with placement of concrete.

MTA Segment 2*, Los Angeles, California (Miner)
As a miner and shift boss, Mr. Hall was responsible for soft ground tunneling with a Robbins digger shield, shaft excavation, and support hand-mined cross-passages, HDPE and rebar installation along with concrete placement.

MTA Segment 3*, Los Angeles, California (Miner)
As a miner and shift boss, Mr. Hall was responsible for soft ground tunneling with Mitsubishi and Hitachi digger shields, shaft excavation and support, hand-mined cross-passages, HDPE, rebar and concrete placement.

Inland Feeder Water Project*, Highland, California (Miner)
Mr. Hall was a miner and shift boss for the 6-mile Arrowhead East tunnel, and shift boss for the 8-mile Riverside Badlands tunnel. His experience includes TBM tunneling in hard rock with extensive permeation grouting and pipe installation.

NOS-ECIS Sewer Tunnel*, Los Angeles, California (Construction Manager)
Mr. Hall was a construction manager for the Unit 4 tunnel drive, which passed beneath the Los Angeles River, Amtrak rail lines and I-10 freeway, extending approximately 3.3 miles. The 15-foot-diameter tunnel was driven using a Lovat EPB TBM. He performed live tie-in to the existing NOS tunnel in Culver City and managed subcontractors during micro tunneling runs for diversion and vent structures.

Metro Gold Line Eastside Extension*, Los Angeles, California (Senior Inspector)
Mr. Hall was a senior inspector for all underground construction, including the tunnels, and station boxes. He monitored the boring of the tunnels using EPB TBMs and the simultaneous installation of precast reinforced concrete bolted gasket linings. He was also responsible for the construction of the cross passages using the sequential excavation method using diggers and breakers, girder installation lining with a heavily reinforced shotcrete. His other responsibilities included the excavation and support of two stations and two portals involving soldier and tangent piles, and whaler and pipe struts with lagging. Associated with this work was the excavation and relocation of utilities and street restorations.

Exposition Light Rail Project*, Los Angeles, California (Senior Inspector)
Mr. Hall was a senior inspector for all phases of construction including all types of underground utility installations and relocations to accommodate LRT. He provided oversight on installation of more than 800 CIDH piles for trench structure walls and larger diameter CIDH bents for bridge columns. His experience includes Caltrans bridge demolition, reconstruction and retrofit to accommodate LRT along with freeway shoulder PCC paving, retaining walls, barrier rails, and storm drains. In addition, he provided oversight inspection on MSE walls, soundwalls, and OCS installations.

Transit

LA Metro CMSSC – El Monte Transit Center, Los Angeles, California (Construction Inspector)
Jody is serving as a construction inspector on El Monte Transit Center portion of the Metro CMSS contract. This seven-year IDIQ contract will support key projects including the $215.6 million extension of the Metro Orange Line Extension (MOLE) Bus Rapid Transit system; the landmark, nearly $1 billion, I-405 Freeway Design-Build Sepulveda Pass Widening; and a new Metro Union Division Bus Maintenance and Operations Facility in Los Angeles.

** denotes projects completed with other firms*

Art Hernandez, Construction Inspector
Inspector

Stantec

Art has 25 years of combined experience in the fields of construction, steel, and concrete inspection. He has inspected commercial building structures including single and multi-story structures, tilt-up construction, schools, hospitals, and shop fabrication; bridge construction including widening, new construction, and retrofitting; roadway work including traffic control and signalization, excavation, and paving; and railroad work including grading and gravel work, rail ties installation, and installation and welding of rail tracks. Art has experience providing daily reports, logs, diaries, force accounts, non-compliance notices, RFIs, submittals, and certificates of compliance on numerous projects. Additionally, he maintains regular contact with engineers of record and agency officials.

EDUCATION

Certificate, Pipe Layout and Welding, Cerritos College, Cerritos, CA, 1995
Certificate, Sample Field Concrete, California Department of Transportation, Los Angeles, CA, 2000
Certificate, Duties of Inspection and Plan Reading, California State University, Long Beach, CA, 1990
Certificate, Sample Concrete Technician Level 1, American Concrete Institute, Los Angeles, CA, 2000
Certificate, SWPPP Water Pollution Control, AEI-CASC, Los Angeles, California, 2000

REGISTRATIONS

Certified Inspector, American Welding Society
Certified Inspector, International Council of Building Officials
Certified Concrete Materials Technician, American Concrete Institute

PROJECT EXPERIENCE

Roadways

Caltrans OCS Route 40, Fenner OH (New Bridge),*, Essex, California (Assistant Resident Engineer)
As the assistant resident assistant, Art was responsible for processing RFIs, CCOs, submittals, and traffic control.

Del Amo and Compton Creek Bridge Widening*, Wilmington, California (Senior Inspector)
Art's responsibilities included the inspection of the excavation, pile driving, falsework, CIPPST girder box, PCPST girder fabrication, formwork, reinforcing placement, mechanical splices, concrete placement, and sample concrete. Additionally, he was responsible for the daily reports, force accounts, RFIs, CCOs, and quantities.

Caltrans OCS Routes 405-101 Widening/Improvements*, Encino, California (Senior Inspector)
Art was responsible for inspecting the excavation, CIDH pile work, falsework, CIPPST girder box, formwork reinforcing placement, mechanical splices, reinforcing and concrete placement, backfill and compaction, concrete barriers, and soundwalls. Additionally, he processed daily reports, RFIs, CCOs, force accounts, submittals, and analyzed quantities.

Caltrans OCS Route 170 Widening/Improvements*, Glendale, California (Senior Inspector)
Art was responsible for inspecting the excavation, CIDH pile work, falsework, CIP girder box, formwork reinforcing placement, mechanical splices, concrete placement, backfill and compaction concrete barriers, and soundwalls. Additionally, he processed daily reports and analyzed quantities.

Caltrans OSC Routes 215-60-91 Interchange Improvements*, Riverside, California (Senior Inspector)
Art was responsible for inspecting the excavation, CIDH pile work, falsework, CIP girder box, formwork reinforcing placement, mechanical splices, concrete placement, backfill and compaction concrete barriers, and soundwalls. Additionally, he processed daily reports, RFIs, CCOs, force accounts, submittals, and quantities.

Transit

LA Metro CMSSC – Red Line, Los Angeles, California (Senior Inspector)
Art is currently responsible for inspecting soundwalls for the Metro Red Line on Stantec's seven-year IDIQ contract in which we are providing construction management support services for several major key capital projects.

** denotes projects completed with other firms*

Jorge A. Perez, Office Engineer

Jorge has 18 years of document control experience in the construction field. He is proficient in Expedition and Microsoft Office software, in addition to Citrix, Microsoft Excel, and PowerPoint. He is detail oriented and works with a variety of databases. In addition, Jorge has strong organization and coordination skills combined with an easy ability to interface and communicate effectively with others.

Firm
AIMCS

Education
Cerritos Junior College

Professional Registration & Training
Certified Owner's Authorized Representative—LAUSD

Certified with Expedition and Citrix

Construction Management Training Certificate—Parsons-Dillingham (Metro Red Line Project)

Project Experience

Los Angeles City College, Los Angeles Community College District, CA—Project Engineer

Jorge served as the owner's liaison with the architect/engineer, contractor, subcontractor, and the DSA. He assisted the Project Manager with all contract documents related to each project (pre-construction, progress, and close-out), conducted site walks, and documented/reviewed the contractor's weekly and monthly progress. Jorge also assisted with submittal procedures, maintained/distributed current contract plans and specifications, prepared cost estimate reviews, confirmed the contractor's maintenance of record drawings, and provided technical/engineering support to the Project and Construction Managers. He used Proliance to log and track all RFIs, submittals, and change orders; and performed other duties as required for prompt resolution of all field issues.

Los Angeles Unified School District, Region 5, CA—Office Engineer & Owner Authorized Representative

Jorge facilitated modernization projects. Duties included liaison for owner between the architect/engineer, contractor, and DSA. Jorge assisted the Project Manager with all contract documents (pre-construction, progress, and close-out). He resolved complex construction project related issues and disputes, monitored Resident/Senior Resident Engineers, and reviewed change orders. Jorge assessed bid specifications and monitored the construction project database relative to scheduling and cost control reporting, and reviewed/verified payment requests. Jorge also directed construction schedules, cost control, dispute resolution, contract administration, and quality control; and resolved disputes relative to construction projects.

Metro Red Line, San Diego International Airport Facilities Dept., CA—Project Engineer

Jorge managed administrative support for the Construction Management Team. His duties included keeping accurate logs of drawings, submittals, RFIs, RFPs, COPs, and COs from the contractors; and document control using the Prolog 6.5 database. He verified work orders, reviewed bid proposals for scope compliance, processed payment requests, and developed/maintained construction management reports. He was also responsible for coordination of contract specification, bid, and award documents.

Inland Feeder Project, CA—Board Letter Coordinator

Jorge assisted in writing board letters and coordinated with other departments for information and production of board letters. He also assisted project personnel in transferring labor hours charged incorrectly using the Metropolitan Water Department database Labor Transfer Module.

Ben Azul, Senior Estimator

Ben has 30 years of experience in building construction estimating on multimillion dollar Metro Redline tunnel projects, waste water projects, correctional facilities, medical facilities, educational facilities, and water treatment plants. His prior experience includes Design Engineer in charge of design and drafting; Project Engineer coordinating actual construction; Mechanical Estimator performing mechanical take-off from construction drawings and specs; and Operations Manager coordinating material take-off, pricing, bidding, material procurement, and negotiations for construction cost on heavy civil and structural projects. Ben also has a high degree of proficiency in a variety of software applications including Timberline, Primavera Project Planner (P3), SureTrak, Microsoft Project, Expedition, and Microsoft Office.

Firm
AIMCS

Education
Bachelor of Science, Mechanical Engineering; National University, Manila, Philippines

Professional Registration & Training
Mechanical Engineer: Philippines

Certified Professional Estimator: CA

Project Experience

LAUSD School Bond Projects, CA—Project Estimator

Ben prepared budget estimates for future projects, final estimates for LAUSD management use, and cost estimates for the modernization requirements of schools in the District D area. The scope of work included all disciplines: earthwork, civil/structural, architectural, exterior water and sewer piping, plumbing, mechanical, HVAC, and electrical.

Metro Red Line, Los Angeles, CA—Principal Estimator

Ben prepared budget estimates for Metropolitan Transportation Authority's multi-billion dollar project for the Los Angeles Transit System. As mechanical/ piping/structural steel estimator to the MTA Red Line Segment #2 & #3 projects, he reviewed contractual documents and contract modifications to determine the scope of the original work and determine the changes that occurred as a result of the contract modifications. Ben also prepared cost estimates for civil/structural, architectural, plumbing, outside water distribution system, sanitary system, HVAC, fire protection in the tunnels, and elevators and escalators in the stations; material take-offs for tunneling work and stations; and detailed Fair Cost Estimates for change orders and negotiations with contractors.

Hyperion Treatment Plant, El Segundo, CA—Principal Estimator

Ben prepared budget estimates for six heavy multi-disciplined projects with a total cost in excess of $900 million, part of a $2 billion expansion project of the Wastewater Construction Management Division of the City of Los Angeles. He also prepared detailed estimates for the civil/structural/architectural/UG and AG process piping, plumbing, HVAC, and other mechanical change orders. Ben's duties included reviewing contract specifications and documents; checking/analyzing change orders to determine the exact limit of the change; preparing detailed estimates; reviewing and evaluating contractors' change proposals to determine conformance to the scope of work; and checking labor productivities, rates, material quantities, and prices.

Ralph M. Parsons Co., CA—Principal Estimator

Ben's duties included preparation of detailed estimates for bid, conceptual estimates for projects under study, change order estimates for changes, and modifications in the scope of work of projects in progress.

Bahman Daniali, Senior Scheduler

Firm
AIMCS

Education
Bachelor of Science, Structural Engineering; Portland State University, Oregon

Professional Registration & Training
Engineer in Training: CA

Bahman is a construction consultant with expertise in project planning, scheduling, cost control, and schedule delay impact analysis. His experience includes construction management and critical path method schedule analysis. He has performed in the capacities of Scheduling Engineer, Manager of Support Services, Project Controls Engineer, and Project Scheduling Engineer and is a self-trained computer programmer specializing in the areas of construction scheduling and management. Bahman develops applications of computerized document control and tracking systems for construction companies and has worked as a Scheduling Consultant for the City of L.A. Bureau of Engineering, Department of Public Works. He performs all levels of construction and claims consulting including estimating, scheduling, claims analysis, mediation participation, and client management services. Bahman is also a specialist in software applications for use in project management and business systems, including P3e for Construction, Primavera Project Planner, Suretak Project Manager, Microsoft Project Planner, Aldergraph, CM6, Expedition, Prolog Manager, CAMTECH Utilities, Schedule Analyzer, and Visual Foxpro Database applications.

Project Experience

Bureau of Engineering, Department of Public Works, City of Los Angeles, CA—Scheduling Consultant

Bahman performed scheduling services on behalf of the City including constructability reviews, independent initial schedule developments, review and critique of the contractors' baseline schedule submittals, progress monitoring and monthly status control, change order delay impact analysis and time extension evaluation, evaluations of project acceleration requirements and negotiations with the contractors, and training of the City's engineering staff on the use and applications of CPM using Primavera software.

Tutor-Saliba Corporation, CA—Scheduling Engineer

Bahman performed scheduling and project controls interfacing between staff, owner, and subcontractors; tracking; updating; change order management; delay impact analysis; recovery; and documentation. Projects included the Westwood Replacement Hospital ($350M), LAPD Communication Dispatch Center ($38M), and UCLA, Haines Hall Seismic Correction ($12M).

Hyperion C109 Full Secondary Facilities, Phase I, CA—Scheduling Engineer

Bahman was responsible for preparation of the Delay Impact Analysis Report for the construction CPM schedule. The Delay Impact Analysis Report was performed on a 3,000-activity schedule network spanning over a four-year construction period, and results of the analysis were used as the basis for calculations of the extended overhead costs associated with owner-caused project delays and impacts.

Riverside General Hospital, University Medical Center, CA—Scheduling Engineer

Bahman was responsible for development of the baseline CPM schedule of construction and procurements. He also developed and submitted a cost- and resource-loaded schedule comprising in excess of 12,000 activities and 30,000 logic relationships for the owner's review and approval.

ELAINE SILVESTRO
Environmental Manager

Firm: AIMCS

Education:

B.S. Chemical Engineering
State University of New York at Buffalo

B.A. Environmental Design
State University of New York at Buffalo

Certifications:

Engineering-in-Training

Professional Experience:

Ms. Silvestro has more than 25 years experience in environmental assessments, permitting and oversight. She has served in various industries including Department of Defense, petrochemical, waste management, transportation, and major public works projects. Ms. Silvestro has worked with Program Management Teams to develop and implement Environmental Management Programs. Ms. Silvestro has been responsible for estimating, budgeting and procuring environmental services.

Major Project Experience Summary:

JENKINS/GALES & MARTINEZ (JGM) 2002 to Present

Environmental Manager for the Alameda Corridor Engineering Team on the Alameda Corridor Project. Project consists of the construction of over 20 miles of railroad grade separations, maintenance and storage yards, utility relocations/protections, and railroad track installation. Duties have included coordination with federal, state, county, and local agencies and contractors. Applied for multiple permits including US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), South Coast Air Quality Management District (SCAQMD), County of Los Angeles Sanitation District Industrial Waste Discharge, Caltrans, CA Coastal Commission, and CA Department of Fish and Game permits and approvals. In addition, reviewed and/or prepared Phase I (Initial site assessments), work plans, health and safety plans, Phase II, emergency response plans, remedial action plans, storm water pollution prevention plans (SWPPPs), noise monitoring and control plans, and other plans related to mitigation measures and construction activities. Met with the RWQCB on a frequent basis to coordinate environmental closure of ACTA properties prior to resale or transfer.

KAL KRISHNAN CONSULTING SERVICES (KKCS) 1999 to 2002

Environmental Quality Assurance Manager (EQAM) for KKCS, an independent quality assurance (QA) contractor, on the Alameda Mid-Corridor Project. Project consisted of the construction of a ten-mile railroad grade separator including the removal of approximately 4 million cubic yards of soil (of which approximately 450,000 cubic yards was contaminated with metals and petroleum hydrocarbons). In addition, approximately one billion gallons of water was removed from 140 dewatering wells and discharged in two separate receiving waters and the sanitary sewer. Storm water was managed over a 10-mile area, and 22-mitigation measures were implemented according to the California Environmental Quality Act (CEQA).

Duties included the review and/or preparation of the mitigation measure plans (dust mitigation, noise and vibration monitoring, school crossing guard program, health and safety program, construction site screening/light and glare program, archaeological program, business access, trip reduction program, and a recycling program for steel, concrete, asphalt and railroad ties). Permits applied for, maintained and complied with included RWQCB NPDES and Waste Discharge Requirement (WDR) Permits, County of Los Angeles Sanitation District Industrial Waste Discharge Permits, and South Coast Air Quality Management District (SCAQMD) Rules 400, 403, 1150 and 1166.

Elaine Silvestro – Resume (Cont…)

DAMES AND MOORE 1999

Project Engineer for Dames and Moore, an environmental consultant. Prepared an Industrial SWPPP and a California Consolidated Contingency Plan that incorporated Business Plans, Contingency Plans, Spill Prevention Control and Countermeasure (SPCC) Plans, Accident/Spill Prevention Plans and Risk Management Plans for the Naval Air Weapons Station (NAWS) at China Lake, CA.

TETRA TECH, INC. 1994 to 1999

Senior Engineer for Tetra Tech, an environmental consultant, for remedial action projects including selected USEPA Superfund sites. Performed engineering evaluation/cost analyses and included the excavation of different waste types, the bioremediation of explosive-contaminated soils, disposal of lead-contaminated soil, and the design and construction of an on-site disposal facility for the placement of beryllium-contaminated soils.

Designed, constructed and operated a bioremediation (biofarm) facility for two years at Edwards AFB. Remediated soils were reused on Edwards AFB for various construction projects. Operated a cyanide destruction system (alkaline hydrolysis) for Lockheed Martin Corporation to treat cyanide-contaminated leachate (1.2 million gallons per year) from two closed landfills containing aluminum wastes.

CLEAN-UP TECHNOLOGY, INC. (CUT) 1992 to 1994

Project Manager for CUT, an environmental contractor, for remedial action projects. Designed, constructed and operated a bioremediation "land farm" on Indian lands. Excavated solvent and metal-contaminated soil beneath a building while supporting it with a system of cribbing, caissons and I-beams. Metal-contaminated soil was treated on-site by stabilization and transported to a landfill. The solvent-contaminated soil was treated on-site by heat-added vapor extraction, and then reused.

LAW ENVIRONMENTAL, INC. (LAW) 1989 to 1992

Project Manager for LAW, an environmental consultant, for hazardous waste and environmental assessment projects. Primarily responsible for the management of projects which related to remedial alternatives and actions, air quality, and Phase I and II assessments. One project was to decontaminate and demolish a pipeline that carried photographic wastes to an injection well system including the excavation and removal of dioxin-contaminated soils. Another project included the testing for the off-site migration of methane and other contaminants from two abandoned landfills adjacent to two prisons in Los Angeles and required the installation of multi-port vapor extraction wells.

ECOLOGY AND ENVIRONMENT, INC. (E&E) 1985 to 1989

Member of the Field Investigation Team (FIT), Region IX; responsible for evaluating abandoned potential waste sites for inclusion on the USEPA National Priority List (NPL) as governed by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Also Project Manager of the emergency response program; responsible for responding to emergency incidents, chemical inventories, and hazcatting. Performed soil and sediment sampling, dust and asbestos sampling, and groundwater and surface water sampling.

Relevant Project Sample (10 Projects)

The following are representative AIMCS projects.

1. El Monte, Gibson Mariposa Park Project

Under Contract to the City of El Monte, AIM Consulting Services managed the design process and prepared the Bid Documents incorporating the design scope reduction alternates for Contractor Bidding. AIM Consulting Services continues to provide overall management and inspection services related to the construction and completion of the park project.

Project Budget: *over* $3,100,000
Services: CM & Inspection

Reference:
Jesus Gomez, Assistant City Manager, City of El Monte
City Hall West, 11333 Valley Blvd., El Monte, CA 91731
(626) 580-2058

2. El Monte, Valley Boulevard Street Improvements

Under contract with the City of El Monte, AIM Consulting Services is providing project management Services and inspection services for the Valley Blvd Street Improvements Project. The scope of work includes assessment, preparation of the scoping and design documents and management of the bid and award phase including project management and inspection during construction and closeout phase.

Project Budget: $300,000 approx.
Services: CM & Inspection

Reference:
Jesus Gomez, Assistant City Manager, City of El Monte
City Hall West, 11333 Valley Blvd., El Monte, CA 91731
(626) 580-2058

3. El Monte, Pavement Management System

Under Contract with the City of El Monte, AIM Consulting Services is providing project management services for the City wide pavement projects program. The scope of services includes needs assessment, preparation of scoping documents and overall management and inspection throughout the construction of the project.

Project Budget: $10,500,000 approx.
Services: Program Management

Reference:
Jesus Gomez, Assistant City Manager, City of El Monte
City Hall West, 11333 Valley Blvd., El Monte, CA 91731
(626) 580-2058

4. MTA East Side Extension

Under subcontract to Carter Burgess, AIMCS provided on-call estimating services for the MTA East Side Extension. Work included a viaduct over the 101 Freeway, reinforcement on the 1st Street Bridge (over the L.A. River) and drilling of two parallel tunnels (1.8 miles each) underneath Boyle Heights.

Construction includes station platforms and subway station portals, with track laid down the center of 1st and 3rd streets.

Project Budget: $899,000,000 and ***Services:*** Estimating

Reference:
Arthur Hadnett, Carter Burgess, (Now) Vice President, Stantec
290 Conejo Ridge Avenue, Thousand Oaks, CA 91361
(805) 230-1266

5. L.A. County Project Management Division (Project Controls)

Under Contract with the Los Angeles County Department of Public Works, AIM Consulting has been instrumental in the development of the Project Management Master Schedule consisting of over 150 capital projects valued at over $3 billion. Included are the County parks and recreation, healthcare, sheriff and fire, libraries, courts, and probation projects.

As part of that development and maintenance process, AIMCS developed and maintained the coding structure and activity ID structure for tracking across variable matrix categories for project reporting. In preparation for the transfer of information to the new version of Primavera products, AIMCS has prepared the way for a clean and successful process by identifying key project criteria milestones by which to measure the information configuration.

Project Budget: $3,500,000,000 and ***Services***: Project Controls

Reference:
David P Howard, Assistant Deputy Director, Los Angeles County Department of Public Works
900 South Fremont Ave., 12th Floor, Alhambra, CA 91803
(626) 458-4016

6. UCLA

The one million plus–square foot, 10-story structure (eight above ground) is situated on four acres at the southwest corner of Westwood Plaza and Charles E. Young Drive South. The hospital encompasses the operations of Ronald Reagan UCLA Medical Center, Stewart and Lynda Resnick Neuropsychiatric Hospital at UCLA, and Mattel Children's Hospital UCLA.

Under subcontract to Tutor Saliba, AIMCS provided construction management and claims management services through completion of the project.

Project Budget: $550,000,000 and ***Services:*** PM/CM

Reference:
Edward Chama, PE, Resident Engineer, Tutor-Saliba
15901 Olden Street, Sylmar, CA 91342
(818) 362-8391

7. Los Angeles Unified School District (LAUSD) Inspection Services

AIMCS provided deputy inspection for new facilities at Freemont Elementary School, 14th Street Addition, High School 1, High School 2, High School 4, High School 13, High School 19, and Elementary School 13.

AIMCS also provided specialty inspection at High School 11, Albion Elementary School, Burbank Middle School, Loreto Elementary School, Norwood Elementary School, Vergil Middle School, Bethune Middle School, Monte Vista Elementary School, and Franklin High School.

Project Budget: $135,000,000 and ***Services:*** Inspection

Reference:
Michael Torres, Deputy Chief Construction Inspector, Los Angeles Unified School District
333 Beaudry St., 22nd Floor, Los Angeles, CA 90017
(213) 703-7749

8. Los Angeles County DPW, Long Beach Courthouse Structural Retrofit Project

Structural retrofit project of 6-story courthouse building. Project included the construction/retrofitting of existing structural concrete shear walls, construction of a new elevator, and the ADA upgrade of public restrooms and the installation of fire alarm devices. Structural reinforcement was accomplished by the construction of shotcrete walls that spanned the entire height of the existing shear walls (from basement to roof of 6th Floor levels). PM/CM services included execution of the Work via Job Order Contracting method of procurement, developing scoping document, constructability review, pricing, construction administration, and closeout.

Project Budget: $13,940,000 and ***Services:*** PM/CM

Reference:
Vincent Yu, Assistant Division Head, Los Angeles County DPW
900 South Fremont Ave., 5th Floor, Alhambra, CA 91803
(626) 300-3200

9. High-Occupancy Vehicle (HOV) Network in Central LA

Completing the **High Occupancy Vehicle (HOV) network in central Los Angeles, the I-405** project will provide 10 miles of additional HOV lane on the northbound I-405 through the heavily-traveled Sepulveda Pass between I-10 and SR 101. This project involves construction of a massive, complex project in a heavily urbanized area. The improvements in Sepulveda Pass will be constructed by a Design-Build team, which is still a fairly new contracting method for constructing interstate highway projects in California. The project team will blend Los Angeles County Metropolitan Transportation Authority (Metro), the California

Department of Transportation (Caltrans), and the Stantec personnel within an Integrated Project Office (IPO). As part of an integrated team, Stantec will provide staff resources to support Metro through the bid-period and initial construction period. The project is scheduled to open in the summer of 2012.

Reference:
K.N. Murthy, PE, Deputy Chief Capital Management Officer, Construction Project Management
One Gateway Plaza, Los Angeles, CA 90012
(213) 922-3084

10. Metro Union Division Bus Maintenance & Operations Facility

The proposed **Metro Union Division Bus Maintenance and Operations Facility** will consist of a three-story parking structure and a two-story bus maintenance/office building. Other major capital projects requiring construction management, may be included in this contract.
In addition, the Stantec Team is providing Value Engineering Analysis, Project Design Assessment and Constructability Review as listed in the following tasks for Metro's ExpressLanes project. Team is providing services under seven different task area: Task 1 – Design Review; Task 2 – Constructability Review; Task 3 – Industry Review of Procurement Methods; Task 4 – Bidder's Conference; Task 5 – Reserved; Task 6 – Bid Support Services; and Task 7 – Value Engineering. Metro, Caltrans, and other mobility partners are working together to develop a package of solutions that will increase traffic flow and provide better travel options on I-10 and I-110 in Los Angeles County. ExpressLanes is a pilot project that will test innovations to improve existing transportation systems. The Project Goal is to improve mobility and provide congestion relief on I-10 and I-110 corridors through the introduction of congestion pricing by converting High Occupancy Vehicle (HOV) lanes to High Occupancy Toll (HOT) lanes, improvement of transit service and other alternatives to driving, improvements to transit facilities, and the implementation of an intelligent parking management system in downtown Los Angeles. The ExpressLanes one-year demonstration project is unique
because it offers improved transportation options and the new choice to pay to travel in a carpool lane. General purpose lanes are not tolled. The aim of the program is to foster
incentives for sustainable change that creates time savings, cost savings, reduces pollution, and effectively manages our current roadway network – basic essential elements of a green corridor.

ExpressLanes features include:

- Conversion of the I-10 El Monte Busway HOV lanes (I-605 to Alameda St.) to HOT lanes
- Conversion of the I-110 Harbor Transitway HOV lanes (Artesia Transit Center to Adams Blvd.) to

- HOT lanes
- 57 new clean expansion buses and operating subsidy for the demo period
- El Monte Transit Center Expansion
- New Transit Station at Patsaouras Plaza
- Harbor Transitway Park & Ride Upgrades
- Metrolink Pomona Station Expansion
- Transit Signal Priority Expanded in Downtown LA
- 100 New Metro Vanpools
- New expansion bicycle lockers at the Artesia Transit Center & El Monte Transit Center
- ExpressPark
- New Bus Maintenance Facility in Downtown LA
- Budget - $290 million
- Construction begins: 2010

Reference:
K.N. Murthy, PE, Deputy Chief Capital Management Officer, Construction Project Management
One Gateway Plaza, Los Angeles, CA 90012
(213) 922-3084

APPROACH & METHODOLOGY

To develop our approach and methodology to provide expert Construction Management and Inspection service for the City of Huntington Park, we first familiarized ourselves with the project itself, identified any unique challenges, and then set out to identify the quantity and caliber of resources necessary to exceed your expectations in the delivery of our services to the City of Huntington Park.

Hence, our approach and methodology is comprised of the following sections:

- Project Understanding
- Understanding Scope of Services & Deliverables
- AIMCS Project Approach
- Methodology for Successfully Delivering our Services

Project Understanding

In order to develop a comprehensive approach and methodology for the delivery of any project, AIMCS invests considerable time and energy up front so that we may fully understand the project's scope, schedule, and budget—all of which are critical when starting a new project. ***Our existing knowledge and understanding of the project types of the City of Huntington Park's capital improvement projects will enable us to develop responsive approach, methodology, processes, procedures, and communications protocols for managing the successful delivery of these important projects.***

The City's ***Capital Improvement Projects*** will play an integral part in the City's overall Capital Improvements Plan (CIP). In addition to other planned projects to improve general urban beautification, pedestrian safety and circulation, and vehicular access and mobility, this project will significantly improve the use of unimproved and underdeveloped City land. ***These projects will not only provide for safe neighborhood involvement and quality leisure time participation for children, teens, adults, and seniors throughout the community, but will also contribute to increased safety and security, more efficient operations, and lower maintenance costs.*** In short, by investing up front in these types of projects, the City aims to benefit well into the future: both on an economic and social level.

AIMCS understands that the City requires the services of firms to provide construction/project management services for a variety of infrastructure and capital improvement projects over the next 3 to 5 years. Our work experience on ***Street Improvements/Resurfacing Projects, Streetscape Projects, Traffic Signal, Electrical installations, and Fiber Optic Projects, Park Improvements and Playground Equipment Installation, Underground Construction (Water, Sewer and Storm Drain) and Building Construction/Remodel*** is well documented and covered under the specific resumes and projects included in our qualifications. We understand that the projects have been a long collaborative effort with the community and the City and that the City is in need of a Project Management / Construction Management team that can provide leadership in representing the City's interest to address and resolve project issues in a timely manner, in order to mitigate potential cost concerns and schedule delays. We also recognize the potential challenges for maintaining safety during construction. That is the AIMCS motto, as further elaborated in our approach and methodology is "Safety First."

The AIMCS Team is excited by the prospect of having the opportunity to provide the City with comprehensive CM services during construction and closeout for this important project. Per the requirements of the City, we have selected a qualified team of professionals to provide all

technical and managerial services necessary to make your project a success.

Understanding Scope of Services & Deliverables

The Scope of Services requested by the City of Huntington Park is consistent and within the comprehensive CM services we offer all of our public agency clients. In this section, we will communicate to you our knowledge, capabilities, systems, and practices in the form of an Approach and Methodology that addresses each of the service items below, our function or responsibility, and corresponding deliverable(s):

	Service(s)	Deliverable(s)
1	Constructability Review of Plans & Specifications	Document review comments and construction estimate
2	Preconstruction Conferences	Agenda meeting minutes
3	Management Information Systems (MIS)	Paper files, digital files, correspondence logs
4	Coordinate Submittals	Submittal transmittals and logs
5	Review Traffic Control – Plans	Review traffic control plan
6	Weekly Construction Meetings	Agenda meeting minutes
7	Issues Management	Design clarifications, Contract change orders
8	Scheduling	Schedule reports and recommendations of "As-Built" schedule
9	Cost Control	Budget reports and cost estimate reviews
10	Change Orders	Independent cost estimate change orders ready for execution of change order summary reports
11	Dispute Resolutions	Dispute avoidance procedures and recommendations for resolving disputes
12	Quality Control/Inspection/Material Testing	Photography and videotape project files. Daily Inspection Dairy/Reports
13	Public Relations	Verbal and written notices delivered to local businesses and residents

	Service(s)	Deliverable(s)
14	Permits/Environmental Compliance	Daily inspection reports and correspondence. Routine and annual SWPPP monitoring/inspection reports. Waste Manifests and related documentation for any hazardous materials transported away from the site.
15	Progress Payments	Progress payment request documents
16	Monthly Status Reports	Monthly report. Power Point presentations for the City Council meetings, as required.
17	Site Safety	Accident reports and monthly reports.
18	"As-Built" Drawings	Data for record drawings (redlines).
19	Final Walkthrough	Punch list.
20	Project Completion Report and Project Closeout	Final progress payment, Notice of Completion, and Final report. Deliver project records to the City.

AIMCS Project Approach

Our approach, based on strategies that have repeatedly proven effective in managing public agency capital projects, includes:

- Assessing the resource needs of the Project and assigning an experienced Team that understands the goals, objectives, and expectations of the City.
- Initiating a process to create the systems, procedures, and controls to provide information in a transparent manner to the City.
- Engendering a spirit of teamwork among all the parties involved.
- Establishing clear lines of responsibility, authority, and communications.
- Deploying proven project, cost, and document management systems.
- Evaluating project schedules to deliver the project on time.
- Developing a timely, multi-level system for tracking and facilitating issue resolution.
- Documenting all activities, processes, and changes.
- Using standardized disciplined work practices, and verifying compliance.

By mobilizing our CM Team according to the needs of the Project during construction and closeout phase, all CM activities can be performed within the established milestone schedule.

To provide efficient administration of the project, AIMCS has assembled a team of construction managers, inspectors, and support professionals who will work under the supervision of our ***Principal Construction Manager, Mario Mera,*** as required by the project needs. The anticipated time allocated for each individual will be as requested by the City.

Methodology for Successfully Delivering Our Services

As demonstrated in our qualifications presented in this submission, ***AIMCS is accustomed to delivering comprehensive CM services to public agency and municipal clients throughout Southern California and across the country.*** Hence, the City's requested Scope of Services is consistent with services we typically provide.

In the pages that follow, we demonstrate our construction aptitude, conveying our competence to successfully deliver your Capital Improvement Projects on time and within budget.

1. Constructability Review of Plans and Specifications

AIMCS will conduct a Preconstruction Conference following the Notice to Proceed. At the AIMCS and their CM Professionals will coordinate closely with the design team to review their work carefully for the benefit of the City and to ensure clarity for future bidding of the work. Not only will we carefully review the contract documents for compliance of all State Codes, Municipal Ordinances, City Design and Specification requirements, but all disciplines of design will be closely reviewed for proper coordination of project work placement, location, and measure. Once these objectives of review are met then AIMCS will effectively estimate the ongoing and developing design documents to keep the budget requirements set by the City in the forefront of the Project Team's considerations and decision making. Whether it is early concept, basic structure footprint and elevations, systems design, or final finishes, AIMCS is prepared and ready to apply it's professional skills to the constructability review of the City's upcoming projects. With solid constructability review comes clear and cost effective bidding, the result is a successful start to any of the City's Projects.

2. Preconstruction Conference

AIMCS will conduct a Preconstruction Conference following the Notice to Proceed. At the Preconstruction Conference, we will convey to the contractor the expectations of the City. The agenda for the Preconstruction Conference will include, but not be limited to the following:

1. Construction working hours (work shifts); noise abatement requirements
2. Traffic Realignment Plan (each intersection)
3. Construction vehicle haul routes, delivery hours, and restrictions
4. Master construction schedule
5. Three-week look-ahead schedule
6. Illness & Injury Protection Plan (IIPP) or Site Specific Safety Plan
7. Storm Water Pollution & Prevention Plan (SWPPP)
8. Subcontractor mobilization notification procedures
9. Pay application procedures
10. Change order request procedures
11. RFI and submittal requirements
12. Materials testing and specialty inspection procedures
13. "As-Built" Plans and specifications procedures
14. Punch list and close-out procedures
15. Substantial completion and Notice of Completion procedures
16. Warranty and commissioning procedures

The AIMCS standard operating procedure is to establish the goal and objectives, operating parameters, guidelines, expectations, and requirements up front in an effort to mitigate problems that might otherwise present themselves over the course of the construction phase of the project.

3. Management Information Systems

AIMCS will maintain accurate and orderly detailed files, written records, and documents concerning the project during all stages of planning, design, and construction: this includes project correspondence, meeting minutes of job conferences, progress reports, shop drawings, and other submissions; contract documents, such as addenda; change orders; supplemental drawings; and all other project-related documents. All records, documents, and/or information regarding the project will be provided to the City.

One of the keys to a well-managed project is to establish and maintain a project file system at the work site. AIMCS will use Primavera Contract Manager (formerly known as Expedition) software—or other client-specified software or reporting methods—to maintain an electronic version of all documents. In addition, hard copies of all original documents will be retained within the document controls system, also known as the Master Files Archives System (MFAS). Distribution of documents will be established by AIMCS, in conjunction with the City, designers, and contractors.

The Master Files Archives System will consist of the following types of documentation which will be maintained at the job site:

- All correspondence and contract documents
- Building, utility, and easement permits
- Change order and claims logs and supporting documentation
- Construction progress photographs
- Contractor submittals
- Request for Information (RFI) logs
- Daily, weekly, and monthly inspection reports
- Independent inspection and testing reports
- Non-compliance reports and corrective action responses
- Payment requests and approved payments
- Operation & Maintenance (O&M) Manuals
- Meeting minutes
- Monthly progress reports
- Public affairs and media issues
- Quality control program compliance and reports
- Safety program compliance and reports
- CPM schedules and recovery plans
- Warranties and guarantees
- Contractor samples and mock-ups

4. Coordinate Submittals

All aspects of the contractor's project submittal process will be carefully reviewed to make sure that full compliance with requirements of the project specifications. We will ensure that a Master List of Submittals is acceptably prepared and approved prior to the start of contractor's submission process. The Master List of Submittals will be appropriately coordinated with approved baseline schedule and a List of Contact Deliverables will be developed. Our review will focus first and foremost on elements specified in the project specifications and ensure that the submittals are developed and submitted in the quantities and format specified. Project submittals will include, in accordance with ACI Specification, shop drawings, samples, catalog cuts, product data, calculations, reports, etc. We will maintain an up-to-date Submittal Log and

monitor the submittal approval process (by aging days) to ensure timeliness and thoroughness. We will ensure that record files including transmittal correspondence are properly maintained.

5. Review Traffic Controls - Plans

All aspects of the contractor's traffic plan will carefully be reviewed to make sure that full compliance with all applicable State codes, municipal ordinances, and requirements of the project specifications are met. Our review will focus first and foremost on elements of the traffic plan that pertain to safety of the public and of construction workers during the course of construction. The plan must provide for immediate ingress and egress of safety vehicles, such as ambulances and fire trucks, at all times during construction. To manage safety, the traffic plan must include flag personnel trained in traffic control and the safety of the public, and pedestrians must be considered and provided for. Approaches to the construction site by trucks and heavy equipment must not disrupt the flow of traffic on adjacent public streets. Traffic safety and control should be a standing topic at all construction status and "tailgate" meetings.

6. Weekly Construction Meetings

AIMCS will conduct job meetings with contractors, consultants, and representatives from the City to discuss procedures, performance, progress, problems, and scheduling. Minutes of such meetings will be distributed to all attendees in a format authorized by the City.

- The AIMCS Senior Project Manager, Paul Metoyer, will chair all meetings required to manage the project, including biweekly progress meetings and coordination meetings with the contractors. AIMCS will take detailed minutes at all meetings and prepare and distribute these minutes within four business days of a meeting. Our minutes will include a detailed list of action items resulting from each meeting, listing the date the action item was established, the responsible party, and the target date for resolution.
- Copies of minutes will be distributed to all attendees as well as other parties determined by AIMCS and the City.

7. Issues Management

AIMCS will coordinate replies to all contractor RFIs. We will review the plans and specifications, and will be prepared to assist the design team with regards to clarifications or discrepancies, and we will expedite all replies from the designers to contractors to mitigate any potential project delays.

- We will maintain an Issues Management log so that all issues that are time-sensitive receive the proper attention by all project participants at the earliest opportunity.
- We will establish open communications with project teams through all phases of a project's delivery.
- We will maintain an Issue-Action report so that each issue is tracked in coordination with the corresponding action required, and by whom.
- We will conduct project review work sessions at frequent intervals to discuss issues and provide supervision and guidance in resolving them.

8. Schedule

AIMCS recognizes that schedule control is an essential element for the successful execution of any project. As such, we will review current construction schedules with contractors, develop mitigation schedules, and verify compliance with progress scheduling requirements. The master CPM schedule will serve as the contract baseline by which the contractor's progress will be measured and tracked. Actual progress and resource usage will be continuously reviewed, monitored, and recorded against planned logic, sequencing, and quantities installed, to identify

deviations from the approved plan so that we can recommend immediate corrective action, as required.

Detailed schedules will be developed by the contractor using software prescribed in the specifications, such as Primavera Project Planner (P3). The schedule will show the sequence and interdependency of all the project activities, including non-construction activities (e.g., drawing approvals, procurement, etc.) and construction activities. The detailed schedules will be developed and approved in accordance with the project specifications. All activities should be resource-loaded (i.e., quantity of material to be installed, manpower requirements such as crews, major equipment, and crew production rates, etc.). This information will be used to document the contractor's anticipated activity resources and calculate realistic durations.
The AIMCS Team knows the importance that schedule tracking plays on large and small capital improvement programs. We will provide scheduling services to the City using P3 and P6.

Our experienced staff will implement a proactive process for analyzing the work to be accomplished during construction and post-construction phases. We will develop the plan with input from the City to establish the detailed sequence in which work will be executed.

The project schedule establishes a critical path, which defines the longest consecutive sequence of activities totaling up to the overall project duration. In developing the schedule critical path, we will be able to evaluate changes to the work which could potentially extend the total allowable contract period. The AIMCS Team will use Schedule Control in the management of construction duration and cost growth on the project.

We realize that live integration between estimating and scheduling delivers the true advantages of earned value including: having cost performance and schedule performance in a single unified view, getting a true picture of the project's value at any point in time, and having an accepted standard for monitoring project status and likelihood of success. ***Our AIMCS Team is expert in developing and tracking Budgeted Cost of Work Scheduled (BCWS), Budgeted Cost of Work Performed (BCWP), Actual Cost of Work Performed (ACWP), and Estimated Cost at Completion (EAC).***

Integration between Primavera and the selected cost estimating software allows live two-way updating of budgets and schedules. Our estimating and scheduling staff can make changes in either the schedule or the cost estimate to view impacts before they occur, in turn saving time and money. We offer on-site and off-site services for any sized organization. In addition, we have professionals available on a long- or short-term basis to help on location, as indicated by our accompanying Cost Proposal options. We provide an enterprise view of projects to identify potential problems and opportunities early on, to:

- Minimize/eliminate costly delays that can impact your construction schedule
- Help you communicate more efficiently and effectively with your subcontractors
- Coordinate procurement sequences to allow timely delivery of key materials
- Manage the timely performance of construction activities
- Improve accountability among the City, general contractor, and subcontractors
- Take advantage of better sub bids from your subcontractors because of their increased efficiencies
- Discourage unfounded claims and liquidated damages with precise documentation

9. Cost Control

The AIMCS Team will prepare cost estimates and negotiate amounts for the work to be performed on a change order basis and submit the information with a recommendation to the City for approval.

AIMCS provides industry-specific estimating software templates to get projects started quickly. We utilize and apply multiple estimating techniques depending on the project, including historical analysis of completed jobs of similar scope and complexity; crew productivity, history, and expertise; and resource availability and assembly basis, which allows our staff to create estimates that match how you manage your projects.

Analysis reporting allows at-a-glance summaries for making cost decisions. AIMCS will analyze available cash flow, corresponding costs, summary information about estimate cost and timelines, and potential revenue with the client's selected estimating software. We will call on our previous successful experience in projects of similar scope and complexity to create accurate estimates, generate preliminary budgets, and compare subcontractor and vendor change orders with little time and effort.

The AIMCS Team will create cost breakdown structures with unlimited levels of detail to model the job and provide a head start for construction management with estimating software. AIMCS compares quoted values to plug-and-detail values to make informed decisions. Through these efforts, our Team will be able to streamline the process of reviewing quotes, while developing a powerful comparison matrix to negotiate with the contractor while demonstrating due diligence. Combined with scheduling tools, AIMCS will be able to link estimates, work plans, and schedules to display expected cash flow, as well as "what if" analysis to maximize the decision-making process for the City.
The AIMCS Team will provide cost estimating services for construction, providing detailed and independent cost estimates as required. We have the capability to perform comprehensive cost estimating at any point during the project and at any level of detail required.

Our Team's estimators are experienced in all disciplines and have hands-on knowledge of current methodology and practices. We use computer-based systems to develop costs by component (labor-crew based, equipment, and material), and by any level of the project work breakdown structure (WBS) by area, phase, or building component including CSI or Uniformity (elemental), all of which facilitates cost per component for the review process or development of cost modeling. As an extension to cost estimating, we can review project plans and specifications to isolate construction activities or systems that show unexpectedly large costs per square foot, procurement time, or construction time. Alternatives and an estimate of their impacts on project schedule, cost, and quality can then be proposed.

AIMCS is proficient at controlling costs while simultaneously maximizing funding availability and eligibility for any project. The principals and management of the AIMCS Team will bring their years of knowledge and experience managing projects with multiple funding sources to this assignment. We refer to such projects as blended funded projects. Whether a project is Federally funded, State funded, locally funded, or a combination of all three and more, we will be sure that the City is availed of every opportunity to maximize funding opportunities, thus maximizing each project's budget.

10. Change Orders

AIMCS utilizes an effective, objective, and equitable approach to managing change orders. This approach has proven to produce beneficial ripple effects far beyond that of any individual change. If the contractor is aware that commercial issues will be addressed promptly and equitably, change order pricing will be more realistic, and managers will be able to continue focusing their attention on the timely progression of the Project.

We will implement an AIMCS- and City-established change order management process to provide the necessary checks and balances in order to obtain the required approvals prior to proceeding with any changed work. In all instances where changes are to be made, we will evaluate the impacts of the proposed changes so that we may expedite the project and avoid potential contractor claims. To facilitate this, AIMCS will establish a computerized change order control and reporting system in Expedition or another client-approved reporting system. When a potential change order becomes a change order, the modification will be tracked as a Change Order Alert. We will monitor the status of change orders, expediting their process by maintaining a Change Order Status Log to record critical dates and action steps from initiation to resolution of each change order. We will also prepare a monthly Change Order Summary Report and a Memorandum of Delay documenting any delays which may have occurred. Individual change order files will be developed and will carry the change order reference, the date of submittal, the date work started, actual dollar amount, proposed amount (if not settled), dates of settlement, and signing and processing dates.

A separate change order file will be established for each contract, and a complete summary report will be provided for the related total contract costs. To reduce the impact of unanticipated changes or claims during the construction phase, a system will be established to identify a changed condition as early as possible, quickly address alternatives, and rapidly provide direction to the contractor.

11. Dispute Resolution

AIMCS will track potential and actual claims as soon as they arise, assess their cost and time impact, review possible mitigation measures, perform cost-benefit analyses as appropriate, and propose solutions. If a claim cannot be resolved or mitigated at the project level, we will assess all relevant information and make recommendations at the appropriate level for settlement, negotiation, and/or litigation, if necessary. We will also maintain and update claims status logs as part of our document control system.

AIMCS will quickly and equitably adjudicate claims in order to reduce settlement costs and impacts on work progress. By maintaining detailed documentation, we will expedite the entitlement and quantum determinations during the claims process, with the aim of defusing disputes through making the entitlement issue(s) clear to all parties involved.

12. Quality Control/Inspection/Material Testing

In any construction project, the contract documents detail the required scope of work and quality to be achieved by the CM. AIMCS will be responsible for making sure the contractors are using their best efforts to achieve the required end product. To accomplish this objective, ***AIMCS has many tools available to verify that contractors incorporate the highest quality materials and workmanship into the project as detailed by the contract documents.***

The Project Team will develop a comprehensive Quality Management and Inspection Program

to encompass all construction activities for the Project. This program will be integrated with the QMP for the Project.

The Quality Management and Inspection Program will be administered by the Project Manager and will cover all aspects of the Project from initial review of specifications and drawings (for constructability); through procurement of materials (including shop inspections for major components and critical items, if required); to an on-site program of tests, inspections, and documentation.

The Quality Management and Inspection Program will be based upon portions of the approved QMP. The program will implement quality control methods to make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the Quality Management and Inspection Program and completion of work, along with the standards of quality to be applied, will be clearly defined. The major elements of the program will include the following:

- Procedures to control activities affecting quality, including interfaces among project participants.
- Inspection planning to identify applicable attributes, material tests, reporting, and acceptance criteria.
- Technical inspection, supervision, and coordination of the work until final completion and acceptance of the work by the City, verifying that the materials furnished and work performed are in accordance with the approved plans, drawings, specifications, and construction documents.
- Prevention of installation of work, or furnishing of materials or equipment, which has not been properly approved or otherwise fails to conform to the approved plans, drawings, specifications, and/or construction documents.
- Verification that all inspection, quality control tests, or any other tests required by law, rule, or regulation—or by the construction documents—are performed satisfactorily and on time, including off-site and controlled inspection and soils testing, welding, cement, concrete, masonry, structural or reinforcing steel, or any other material or equipment.

Quality

AIMCS will achieve contractor quality performance through the implementation of a QA/QC Program consistent with the City's Quality Program, and through routine quality audits performed by our corporate office. ***Quality Control in the field will be managed through rigorous field inspections by our inspectors, expedited reporting of defective items, and implementation of a tracking system to ensure timely resolution of items. Quality Assurance will be managed through routine process audits to verify implementation and execution of best practice inspection methods and processes.***

Field Inspection & Testing

The primary purpose of regular inspections is to determine whether field work is compliant with construction document requirements. These inspections need to be carefully documented on a daily basis. For this purpose, our team's ***Lead Inspector, Marshall King,*** will prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed

- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on job site)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

Cost & Schedule Objectives

Each project's overall cost and schedule performance can be enhanced through a tracking system that ensures prompt correction of non-conformances; each inspector's ability to assist in the expedited disposition of change orders and claims issues; monitoring for the timely disposition of field RFIs; maintaining a perspective on timely contract close-out; and value-added early identification of potential field issues that could impact cost or schedule.

Our inspection effort is straight-forward to enable each project to be completed according to the plans, specifications, contract documents, and applicable codes. Key to this objective will be to make sure that the AIMCS Team of Inspectors becomes well-versed in the project plans and specifications early on, prepares detailed inspection reports to verify that materials and labor are in conformance, and documents work progress. Maintaining an organized, professional, and diligent daily inspection routine, and communicating with the City immediately when issues arise, will also be critical to the success of the Project.

13. Public Relations

AIMCS will utilize local periodicals as well as other forms of advertising to effectively and quickly inform the business community and public at large of any interruptions or extended impacts to ongoing traffic operations. Throughout the Project duration, AIMCS will also communicate any business opportunities, as well as job opportunities related to the work being performed. ***It is our practice to encourage local participation in the project delivery process in order to foster community pride and appreciation. In the spirit of that effort, AIMCS will implement a local participation program whenever the opportunity is open during the construction process to implement such a program.***

14. Permits/Environmental Compliance

Throughout the course of the Project, AIMCS will review and enforce requirements stipulated in permits issued by the involved regulatory agencies. In the event that the contractor is not proceeding with work in an appropriate manner, AIMCS will issue non-compliance letters to track issues and potential deficient work.

15. Progress Payments

Monitoring the project budget will involve reviewing the contractor's monthly progress payment applications, current quantities and estimated quantities to be completed by line item, approved and projected change orders to complete the Project, and the impact of potential claims. AIMCS will use Expedition computer software to track, monitor, and develop cost estimates to complete the Project. AIMCS will also use the contractor's approved CPM schedule to project estimates for completion, closely monitoring and evaluating:

- Progress and final payment applications
- Cost estimates for change orders
- Contract conflicts
- Projected unit prices, if required
- Time and material records

16. Monthly Status Reports

AIMCS will maintain a job diary, describing all of the activities that occur daily. This will include the number of workers, identified by trade, employed at the site by each contractor; the number of hours worked; material shortages; labor difficulties; weather conditions; visits by officials; decisions reached; and any other observations pertinent to the work.

In addition to daily field inspection reports, our ***Office Engineer, Jorge A. Perez,*** will prepare regular weekly and monthly reports to describe the progress and conditions of the Project. These reports will be compiled from project records, daily inspection records, and man-hour reports, reflecting, at a minimum, the following items:

- Weekly reports
- Description of work performed and major quantities installed
- Key project developments or milestones completed
- Equipment at the site, material deliveries or shortages, and manpower
- Problem areas and action items
- Safety issues
- Monthly reports
- Construction progress with percent complete compared to plan and progress photos
- Project status including milestones, schedules, and budget
- Change order status
- Status of RFIs, submittals, and contractor approvals

All daily, weekly, and monthly field reports will be reviewed and signed by our Project Manager to verify timeliness, accuracy, and completeness. This communication tool will keep everyone informed of the Project status.

AIMCS will witness all of the contractor's tests, as required, to verify conformance with the contract documents for each aspect of the project. As AIMCS has done on many of its successfully completed CM assignments, we are prepared to hire an independent testing service, if necessary, to check compliance.

Paul Metoyer, our Senior Project Manager, may stop any part of the work if the methods or conditions are unsatisfactory, resulting in an unsafe working condition. Work will cease until the unacceptable situation is resolved with the contractor.

17. Site Safety

Safety is always at the forefront of our construction inspection effort. Our inspectors must commit to a safety program with a thorough understanding of the AIMCS Safety Plan, as well as the construction contractor's project Safety Plan. Safety issues must be resolved promptly and properly. Work being conducted in an unsafe manner must immediately be halted. ***Our highest objective on construction sites is always to have every person on the project go home safely each and every night.***

The safety program developed by each contractor will be reviewed, revised, and/or adjusted as necessary. Coordination on all of the safety programs for the project will take appropriate action to enforce adherence by each contractor to the programs. Contractor deviance from the safety programs will be reported to the client. Precautions will be taken to minimize the risk of injury to persons and damage to property from the work.

Hard hats, safety vests, eye protection, ear protection, respirators, work shoes, emergency telephone numbers, tool box meetings, and OSHA are common topics of discussion on a construction project. AIMCS will pay strict attention to maintaining safe work conditions and security at the project site.

AIMCS will monitor the contractor's compliance with our own safety guidelines and standard industry safety practices. To verify the contractor's understanding of job site safety regulations and procedures, we will make sure that the contractor submits a project safety program for our review. The contractor's safety program will be reviewed for:

- Job site inspections and their frequency
- Safety program execution responsibility
- Job-site first-aid medical treatment responsibility
- Public protection devices (e.g., barricades)
- Accident procedures
- Hospital/ambulance service
- First-aid equipment and supplies
- Health hazards (e.g., proper ventilation of enclosed areas)
- Fire protection
- Safety education of new employees
- Safety meetings
- Employee protective devices
- Protection of the public

AIMCS will work with the contractors to implement their programs, and will conduct periodic safety inspections in accordance with a safety procedures checklist. We will hold monthly (or more frequently, if necessary) meetings with the contractor's supervisory personnel for the purpose of reviewing the status of the project safety program.

In the process of monitoring the contractor's adherence to safety practices, we will monitor the contractor's safety provisions as the work progresses with respect to all applicable rules, regulations, and requirements.

18. "As-Built" Drawings

During the course of the Project, ***AIMCS will work with the contractor to maintain accurate sets of "As-Built" drawings and specifications.*** These drawings will be turned over to the City at the conclusion of the Project. The contractor will certify the drawings as "As-Built," and AIMCS will accept them as "As-Built" by performing a review for accuracy and completeness prior to submission to the City. A marked-up set of field drawings will be consistently updated and kept on file during construction by the AIMCS QA/Construction Manager. This record will be used to verify completeness, accuracy, and compliance of the contractor's "As-Built" drawings. AIMCS's set of field drawings will be turned over to the City at the close of the Project.

19. Final Walkthrough

AIMCS will manage all punch list items, and see that they are addressed and signed off by the City. In addition, AIMCS will verify that all required certificates of compliance are in place and that O&M manuals, including "As-Built" drawings, are delivered for record keeping.

A detailed plan and schedule for the substantial and final completion, acceptance, and close-out of the construction contract will be developed, and will contain the following:

- Notice of Substantial Completion
- Notice of Completion
- Letter of Acceptance
- Punch Lists
- Final Inspection
- Final Payment Checklist
- Release and Waiver of Lien
- Final Progress Payment Report & Retention Release

AIMCS will develop complete punch lists that will be verified prior to final acceptance of the work. Punch lists will include all activities that must be completed to comply with the requirements of the construction documents. We will determine substantial completion of each portion of the project and coordinate with the contractor to have necessary repairs completed as quickly as possible. ***The maintenance of an updated punch list will keep all parties informed of outstanding and completed work.***

We will prepare a Final Payment Checklist that will be completed prior to preparing the Final Progress and Payment Report. A Release and Waiver of Lien will then be completed. Completion of this document and subsequent signature by the contractor will be required prior to payment of the contract retention. This will document that there are no liens, claims, and/or stop notices filed outstanding against the City or AIMCS.

Following notification of the contractor's final completion, AIMCS will conduct a final inspection. We will transmit to the City the required guarantee affidavits, releases, bonds, waivers, keys, manuals, record drawings, and maintenance stock. We will certify that all work has been performed and completed in accordance with the approved plans, specifications, and contract documents; and that the final payment estimates to the contractor are correct. AIMCS will initiate a final Progress Payment Report and Retention Release Form. When completed, these will be sent to the City, thereby requesting issuance of the Final Progress Payment and/or Retention Release.

AIMCS will notify the City in writing upon the test and approval of all component systems prior to operation. We will assist in the preparation of a plan and support the City during the startup phase of operations. We will verify that manuals are completed and that the contractor provides training for all project-related systems.

20. Project Completion Report and Project Closeout

The AIMCS Team will be meticulous when it comes to the execution of the activities leading up to the recommendation for acceptance of your project as "100% complete."
The punch lists for each site and the management of the activities, tasks, and deliverables associated with each will be part of the Project close-out activities. We will be tenacious when it comes to project close-out, and Notice of Substantial Completions and Notices of Completion will only be issued when the contractor has performed the requisite work in accordance with the approved plans, specifications, and contract documents and the Designer-of-Record has signed

off. All "As-Built" drawings, warranties, and O&M manuals will be among the Project Records turned over to the City of Huntington Park's Department of Public Works upon completion.

CONCLUSION

AIMCS is prepared to demonstrate to the City of Huntington Park that when we mobilize to provide services for a new client, we bring nearly 100 years of proven experience performing similar professional services; hence, we have our reputation to uphold. We will mobilize quickly and seize the reins of the project on behalf of the Public Works Department. AIMCS is pleased to have this opportunity to be of service to the City of Huntington Park. Thank you for your consideration of our proposal; we look forward to delivering your Gibson Mariposa Park Project to the standards of quality and professionalism we share and value.

PROPOSED FEE SCHEDULE OF WORK

AIMCS will develop master, program, and project schedule as directed by the City.

FEE SCHEDULE & HOURLY BILLING RATES (BY CALENDAR YEAR)

AIM Consulting Services

Construction Management & Inspection Services 2014 - 2019

City Of Huntington Park

FULLY LOADED BILLING RATES

CLASSIFICATION	2014 Hourly Billing Rate	2015 Hourly Billing Rate	2016 Hourly Billing Rate 3% Escalation	2017 Hourly Billing Rate	2018 Hourly Billing Rate 3% Escalation	2019 Hourly Billing Rate
PRINCIPAL PROJECT MANAGER	$ 150.00	$ 150.00	$ 154.50	$ 154.50	$ 159.14	$ 159.14
PM/CM III	$ 135.00	$ 130.00	$ 138.90	$ 138.90	$ 143.07	$ 143.07
PM/CM II	$ 120.00	$ 120.00	$ 123.60	$ 123.60	$ 127.31	$ 127.31
PM/CM I	$ 90.00	$ 90.00	$ 92.70	$ 92.70	$ 95.48	$ 95.48
ENVIRONMENTAL MANAGER	$ 120.00	$ 120.00	$ 123.60	$ 123.60	$ 127.31	$ 127.31
PROJECT CONTROLS MANAGER	$ 130.00	$ 130.00	$ 133.90	$ 133.90	$ 137.92	$ 137.92
SENIOR SCHEDULER	$ 110.00	$ 110.00	$ 113.30	$ 113.30	$ 116.70	$ 116.70
SCHEDULER	$ 100.00	$ 100.00	$ 103.00	$ 103.00	$ 106.09	$ 106.09
SENIOR ESTIMATOR	$ 110.00	$ 110.00	$ 113.30	$ 113.30	$ 116.70	$ 116.70
ESTIMATOR	$ 100.00	$ 100.00	$ 103.00	$ 103.00	$ 106.09	$ 106.09
LEAD INSPECTOR	$ 115.00	$ 115.00	$ 118.45	$ 118.45	$ 122.00	$ 122.00
SENIOR INSPECTOR	$ 110.00	$ 110.00	$ 113.30	$ 113.30	$ 116.70	$ 116.70
INSPECTOR	$ 105.00	$ 105.00	$ 108.15	$ 108.15	$ 111.39	$ 111.39
ADMINISTRATIVE ASSISTANT	$ 68.00	$ 68.00	$ 70.04	$ 70.04	$ 72.14	$ 72.14
OFFICE / DOCUMENT CONTROL	$ 63.00	$ 63.00	$ 64.89	$ 64.89	$ 66.84	$ 66.84

SPECIAL ASSIGNMENTS		
INITIAL WORK AUTHORIZATION	FEE PROPOSAL + 5% MARK-UP	ADVANCED SPECIAL INSPECTION / KOURY ENGINEERING
EACH SUPPLEMENTAL AUTHORIZATION	FEE PROPOSAL + 5% MARK-UP	ADVANCED SPECIAL INSPECTION / KOURY ENGINEERING

* Non-Destructive Testing
** Technician Services
*** Materials Testing

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 17, 2014

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:

APPROVE THE AGREEMENT WITH EVANS BROOKS ASSOCIATES FOR TRANSPORTATION PLANNING SUPPORT; PREVIOUSLY AUTHORIZED BY COUNCIL ON JULY 7, 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with Evans Brooks Associates for transportation planning support.

2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

The City Council authorized the Interim City Manager to execute a professional services agreement with Evans Brooks Associates for transportation planning support and administration of the City's Metro Local Return Funds and other transportation grants on July 7, 2014. The agreement is for a six month term and a not-to-exceed amount of $30,000. The final form of the agreement is being presented for City Council approval.

FISCAL IMPACT/FINANCING

The recommended action will result in a combined total expenditure not-to-exceed $30,000 over the next six months, or until a permanent Director of Public Works / City Engineer is recruited. The annual salary and benefits for this position is approximately $185,000, with the distribution by funds as follows: 35% General Fund, 10% Street Light Landscape, 30% Water, 10% Prop A, 10% State Gas Tax, and 5% Parking System. While the position remains vacant, $92,500 is included in the budget for the next six months that can be used to pay for these services in lieu of the salary. Funding in excess of the Director's salary will be allocated to transportation related special funds, not the General Fund, in the amount not-to-exceed $17,500.

CONCLUSION

Upon approval, the Interim City Manager will execute the professional services agreement with Evans Brooks Associates for transportation planning support.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Agreement with Evans Brooks Associates

PROFESSIONAL SERVICES AGREEMENT
(Engagement: On-Call Transportation Planning Support)
(Parties: City of Huntington Park and Evans Brooks Associates)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2014 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and EVANS BROOKS ASSOCIATES (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.

RECITALS

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

WHEREAS, CITY requires assistance with the administration of its local transportation projects and programs including review of previous capital improvement plans, project funding agreements, and fund balances; and

WHEREAS, Contractor 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, Contractor 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.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency 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 the document entitled "July 2, 2014 Professional Services Proposal – City of Huntington Park – On-Call Transportation Planning Support," attached hereto as Exhibit **"A"** (hereinafter referred to as the **"Scope of Services"**). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary

work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of six (6) months commencing form the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) three-month extension terms unless CITY issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected on page 3 of **Exhibit "A".** CONTRACTOR further agrees that the total compensation for work performed during the term of this agreement, inclusive of any extension term, shall not exceed the sum total of THIRTY THOUSAND DOLLARS ($30,000.00) (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONTRACTOR's charges are projected to exceed the Contract Price 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 Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The CONTRACTOR shall be paid a monthly retainer sum not to exceed FIVE THOUSAND DOLLARS ($5,000.00) for the Services performed under this agreement. Notwithstanding the foregoing, 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 and the reimbursable out-of-pocket expenses incurred. 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 fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in 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 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, during normal business hours. CITY shall 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 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, the Assistant City Manager, (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: CONTRACTOR hereby designates Hal Suetsugu 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 subcontractors 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 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, contractors, subcontractors and subconsultants. 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) calendars 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 <u>ASSIGNMENT</u>: 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 the 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, contractors, subcontractors 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 CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned 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, subcontractor, 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 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 contractors 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, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain polices 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 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 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 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.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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 polices 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 or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

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

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, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 Work of Contractor's Design Professionals Services: 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, the CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR 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. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole 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 CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.4 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.

4.5 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.

4.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor 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 subcontractors 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.

4.7 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.

4.8 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 <u>TERMINATION WITHOUT CAUSE</u>: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days 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 7.1 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 of involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

iv. The 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 subcontractors

and subcontractor 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 subcontractor or subcontractor 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:
Hal Suetsugu, Vice President
Evans Brooks Associates
1030 South Arroyo Parkway, Suite 204
Pasadena, California 91105
Phone: (626) 799-8011
Fax:

CITY:
City of Huntington Park
City Manager's Office
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Julio Morales, Interim City Manager
Phone: (626) 580-2250
Fax: (626) 580-2253

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

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

6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), 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 CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

[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:

By:_____
Julio Morales, Interim City Manager

Evans Brooks Associates:

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:
By:_____
Isabel Birrueta, City Attorney

EXHIBIT "A"
SCOPE OF WORK

(SEE ATTACHED)

July 2, 2014

Professional Services Proposal

City of Huntington Park – On-Call Transportation Planning Support

To: Julio Morales, Finance Director
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

From: Hal Suetsugu, Vice President
Evan Brooks Associates

Background

The City of Huntington Park seeks assistance with the administration of its local transportation projects and programs including review of previous capital improvement plans, project funding agreements, and fund balances. This includes projects funded through various grant programs and by the City through its local transportation funding (i.e. Prop A, C, Measure R, and TDA Article 3).

Through this proposal, EBA will provide the City with on-call planning and administration support for its local transportation programs and projects. In addition, this proposal will provided immediate planning needs and services for current critical projects outlined in the scope of work.

Scope of Work - On-Call

EBA will provide the following services on an as-needed basis:

1. Funds Administration

EBA will assist the City with the administration of its transportation funding programs including, but not limited to Proposition A, C, and Measure R Local Return; TDA Article 3; and Surface Transportation Program – Local (STP-L). This includes review of previous funding agreements, monitoring project budgets and schedules, preparing required annual claim forms and program reporting documentation, and assisting city staff in preparing for program audits.

2. Program Development

Assist with the development of a local Capital Improvement Program (CIP) and Pavement Management Program (PMS) Initial Study. The CIP will allow staff to more accurately track and manage its local transportation projects and programs and assure the timely use of its external and local funding allocations. The development of a PMS Initial Study will allow the City to use a portion of its Prop C and Measure R Local Return Funds for roadway repairs for local streets on which fixed route transit services operate.

3. Agency Coordination

Assist City in coordinating with regional transportation and planning agencies including Metro, Caltrans, Los Angeles County Department of Public Works, SCAG, and the Gateway Cities COG related to funding programs, reporting requirements (i.e. National Transportation Database, ATP, etc.), and technical committees (Metro TAC, Local Transit Systems Subcommittee, COG committee meetings, etc.)

4. Grants Administration

Assist with the administration of the City's existing grant-funded projects including funding agency coordination, preparation of agreements (i.e. letters of no-prejudice, funding agreements (FA), letters of agreement (LOA), assisting with the federal project approval process (i.e. E-76), preparation and submittal of required project reports, and preparation of project closeouts.

5. Transportation Funding Look-Ahead

EBA will provide City staff with information regarding future funding opportunities from existing and new programs. This includes providing a written summary of each program, amount of available funding, project funding requirements (minimum and maximum grant amounts and local match requirements), application requirements, and identification of local project that would be eligible for funding from the specific programs.

6. Direct Staff Support

EBA staff will provide direct staff support at City Hall for up to eight (8) hours per week. This includes document review and organization, meeting with City staff, field work, and attending council meetings in regards to specific projects.

7. Immediate Needs

- Metro Prop C Allocation Request – Huntington Park Bike Grand Prix Market Program
- Government Relations – Meeting with Metro Staff for Current and Future Funding Needs
- Metro Local Return Allocation Request – Parking Structure Improvements at Florence and Pacific

Compensation

The total compensation for the services included in this proposal's scope of work will be in an amount not to exceed $30,000 for a 6 month period.

Project Schedule

The service will be provided on an as-needed basis for a period of time not to exceed 6 months. The schedule for completing individual projects or tasks will be determined by City staff upon giving these assignments to EBA.

Additional Services

EBA will provide services not included in this proposal's Scope of Work as "additional services" upon the receipt of a written notice to proceed from City staff. The notice to proceed will include an approved amended scope of work and budget. The budget for the additional services will be based on EBA's current hourly billing rates shown in the following table, or a not-to-exceed budget amount.

EBA 2014 Billing Rates

EBA Staff	Hourly Rate
Project Principal	$160
Project Manager	$140
Project Planner/Engineer	$120
Environmental Specialist	$120
Associate Planner/Engineer	$110
Research/Funds Analyst	$110
Graphics Designer	$90
Administrative Support	$75

Notice to Proceed Approval:

Project: Huntington Park On-Call Transportation Planning and Administrative Services Support

Budget not to exceed: $30,000 (6 month period)

Approval:

Julio Morales, Finance Director
City of Huntington Park

Date

Concurrence:

Hal Suetsugu, Vice President
Evan Brooks Associates
hal@ebaplanning.com
818-521-9947 mobile
626-799-8011 office

Date

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 17, 2014

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:

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR CITY ENGINEER AND BUILDING & SAFETY SERVICES; PREVIOUSLY AUTHORIZED BY COUNCIL ON JULY 7, 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the first amendment to the agreement with Transtech Engineers, Inc. for city engineer and building & safety services.

2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

The City Council authorized the Interim City Manager to execute a professional services agreement with Transtech for as-needed city engineer and building & safety services on July 7, 2014. The final form of the amendment to the agreement is being presented for City Council approval.

The first amendment to this agreement accomplishes the following:

1. Extends the contract term for six months through March 1, 2015

2. Establishes a not-to-exceed fee of $50,000

3. Expands the scope of work to include additional city engineer and building & safety functions that were previously performed by the former City Engineer

FISCAL IMPACT/FINANCING

The recommended action will result in a combined total expenditure not-to-exceed $50,000 over the next six months, or until a permanent Director of Public Works / City Engineer is recruited. The annual salary and benefits for this position is approximately

$185,000, with the distribution by funds as follows: 35% General Fund, 10% Street Light Landscape, 30% Water, 10% Prop A, 10% State Gas Tax, and 5% Parking System. While the position remains vacant, $92,500 is included in the budget for the next six months that can be used to pay for these services in lieu of the salary. Funding in excess of the Director's salary will be allocated to transportation related special funds, not the General Fund, in the amount not-to-exceed $17,500.

CONCLUSION

Upon approval, the Interim City Manager will execute the first amendment to the agreement with Transtech Engineers, Inc. for city engineer and building & safety services.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ATTACHMENTS

A: First amendment to the agreement with Transtech Engineers, Inc.

2014

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

(Engagement: On-Call Services for City Engineer/Building & Safety)

(Parties: City of Huntington Park – Transtech Engineers, Inc.)

THIS FIRST AMENDMENT (the "Amendment") to Consultant Services Agreement for City Engineer/Building & Safety Services is made and entered into this _____ day of September 2014 by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Transtech Engineers, Inc. (hereinafter, "Consultant").

RECITALS

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

WHEREAS, on or about March 5, 2012, the Parties executed and entered into that certain agreement titled, Consultant Services Agreement for City Engineer/Building & Safety Services (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "C"; and

WHEREAS, the City desires to continue the City Engineer/Building & Safety services; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services; and

WHEREAS, Section 28 of Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Term. Section 1 of the Master Agreement is hereby amended to be replaced with the following: The term of this agreement shall be six (6) months, commencing with the date of approval by the City Council. 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. Scope. Section 2 of the Master Agreement is hereby amended to be replaced with the following: Consultant agrees to perform the services and schedule set forth in the table included in Consultant's proposal letter dated July 1, 2014 and attached hereto as Exhibit "D."

3. Compensation. Section 4, subpart (a) of the Master Agreement is hereby amended to be replaced with the following:

> Other than the hourly rate for City Engineer, which Consultant has discounted to $100, City agrees to pay Consultant for the described services in accordance with the hourly rates set forth in the table included in Consultant's proposal letter dated July 1, 2014 and attached hereto as Exhibit "E," but cumulatively not to exceed Fifty Thousand Dollars ($50,000.00) unless additional compensation is first approved by the City Council. In the event Consultant's charges are projected to exceed $50,000.00 prior to the expiration of the Term, City may suspend Consultant's performance pending City's approval of additional expenditures.

4. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. In the event of any conflict or inconsistency between this Amendment and the Master Agreement, the provisions of this Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

6. This Amendment may be executed in counterparts, which together shall comprise a single instrument.

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

CITY OF HUNTINGTON PARK:

By:_____
Julio Morales, Interim City Manager

Date: _____

APPROVED AS TO FORM:

By_____
Isabel Birrueta, City Attorney

Date: _____

TRANSTECH ENGINEERS, INC.

By:_____

Name: _____

Its: _____

Date: _____

Exhibit “C”

(See attached Master Agreement)

CONSULTANT SERVICES AGREEMENT

FOR

CITY ENGINEER / BUILDING & SAFETY SERVICES

By and Between

THE CITY OF HUNTINGTON PARK

And

TRANSTECH ENGINEERS, INC.

This Agreement for Consultant Services ("Agreement") is entered into as of this 5th day of March, 2012 by and between the City of HUNTINGTON PARK, a municipal corporation ("City") and TRANSTECH ENGINEERS, INC., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposals the performance of the **City Engineer / Building & Safety Services** defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a Proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Consultant was selected by the City on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Huntington Park's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager is authorized by the City Council to execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 ("Termination of Agreement") of this Agreement, the scope of services set forth in Exhibit "A" shall be performed on a month-to-month basis. The parties may modify the term of this Agreement if agreed upon and executed in writing. However, the Agency can terminate the agreement at any time with notice, with or without cause.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A", which is incorporated herein by this reference, in accordance with the terms and conditions of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A", unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibits "A" and "B," which are incorporated herein by this reference.

(b) Each month Consultant shall furnish to City an original invoice with sufficient detail for all work performed and expenses incurred during the preceding month. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be

maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority 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 under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. In addition to the general standards of performance set forth this Section 9, additional specific standards of performance and performance criteria are set forth in the Scope of Work that shall also be applicable to Consultants work under this Contract. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the

City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Consultant shall indemnify, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant / contract or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional

obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) City's Sole Negligence. The provisions of this Section 16 do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies as follows:

(a) COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section in this AGREEMENT.

(b) COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance, and the amounts of such insurance shall be as follows:

(i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000);

(ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000);

(iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS ($1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS ($2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this

Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon ninety (90) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the

part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Huntington Park Attn: Raul T. Romero, Interim City Manager 6550 Miles Avenue Huntington Park, CA 90255
To Consultant:	Transtech Engineers, Inc. 624 Brea Canyon Road Walnut, CA 91789 Robert Quintero, Senior Vice President

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 28. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City 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 and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF HUNTINGTON PARK

By: Ofelia Hernandez
Name: Ofelia Hernandez, Mayor

Attest:

By: Rosanna Ramirez
Name: Rosanna Ramirez, City Clerk

Approved As To Form

By: Francisco Leal
Name: Francisco Leal, City Attorney

TRANSTECH ENGINEERS, INC.

By: Robert Quintero
Name: Robert Quintero
Senior Vice President

Exhibit A

Scope and Compensation Schedule

Items 1-8

Item No.	Category	Scope of Service	Compensation
1	Building and Safety Services	All building code inspection and permit issuance services associated with an issued permit for construction. Scope of service includes no-fee or reduced fee permits were issued at the specific direction of the City. Scope specifically excludes inspection work, including but not limited to Code Enforcement, where a permit is not issued, except that the scope of service does include that portion of the inspector's effort associated with issuance of a stop work notice. Service specifically excludes compliance with NPDES, SUSMP, and WWECP compliance.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit. Inspection services, including but not limited to support for Code Enforcement, shall be provided on an hourly basis at the rate specified in Exhibit B.
2	Building and Safety Services	All plan review work associated with a building permit, regardless of whether the permit is issue or not.	62.5% of the plan check fee collected at the full rate of the City's fee schedule. For no-fee and reduced-fee plan checks, review services shall be provided on an hourly basis at the rate specified in Exhibit B.
3	Building and Safety Services	All inspection work associated with the City's Occupancy Permit Process.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.
4	Building and Safety Services	As-needed, on-call Building Official services	Services to be e provided on an hourly basis at the rate specified in Exhibit B. Specific hours and days of designated counter services will be established by mutual agreement.

Item No.	Category	Scope of Service	Compensation
5	City Engineering Services	All non-CIP related City Engineering work, including on-site, as-needed counter service, tract and parcel map review, lot line adjustment review, traffic impact analysis, traffic and transportation planning, traffic and pedestrian warrant analysis, and similar private development related work located within the public right of way.	Services to be provided on an hourly basis at the rate to be established by mutual agreement (fee for service). Specific hours and days of designated counter services will be established by mutual agreement. ***Note: Where both Building Official and City Engineering service is provided by a single individual, compensation will be based on a single hourly rate. Where service is provided by two or more individuals, compensation will be based on individual time spent at the associated hourly rate.***
7	City Engineering Services	All non-CIP related public works inspection service.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.
8	City Engineering Services	CIP Related Services	All compensation will be individually negotiated based on the required scope of work, duration of the project, and the number and skills of individuals provided for the associated service. Service may be based on hourly rates as specified in Exhibit B or by percentage of design and/or construction costs as mutually agreed to between the City and CONSULTANT. Public Works permit issuance services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.

Exhibit B

TRANSTECH ENGINEERS, INC. MUNICIPAL SERVICES CONTRACT CONSULTING RATES Effective through December 31, 2012	
Classification	***Hourly Rate***
City Engineer	$125
Deputy City Engineer	$120
Project Engineer	$120
Design Engineer	$115
Staff Engineer	$110
Sr. Designer	$100
Designer	$90
Engineering Technician	$70
Construction Manager	$125
Sr. Public Works Inspector	$75
Public Works Inspector	$65
Funds and Grants Manager	$125
Funds Analyst	$95
Building Official	$125
Building Plans Examiner/ Plan Check	$95
Sr. Building Inspector	$75
Building Inspector	$65
Housing Rehab Program Coordinator	$85
Sr. Planner	$115
Planner	$95
Planning Technician	$65
Transportation Analyst	$90
Code Enforcement Officer	$85
Public Works Director	$125
Development Services Director	$125
Administrative/ Clerical/ Permit Technician	$55
Reimbursable direct expenses are billed at cost.	
Rates for federally funded projects will be based on federal rates, calculated staff pay-rate plus federally approved over head rate plus allowable 10% fee.	
Fees are adjusted annually based on Cost of Living Adjustment (COLA) specified for Los Angeles County.	

Exhibit “D”

(See attached Scope of Work)

www.transtech.org
855.595.2495 (toll-free)
ISO 9001:2008 Certified

TRANSTECH

July 1, 2014

CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255
Mr. Julio Morales, Interim City Manager
Mr. James A. Enriquez, PE, PW Director/City Engineer

Subject: Interim City Engineering Services

Transtech is submitting this proposal for Interim City Engineering Services to the City of Huntington Park.

As requested, the Interim City Engineer Services will be provided per the following Schedule:

	Monday	Tuesday	Wednesday	Thursday
7:00 - 8:00	Melicher/Cayir Project Management Plan Check Map Check			
8:00 - 9:00				
9:00 - 10:00				
10:00 - 11:00				
11:00 - 12:00				
12:00 - 1:00		Melicher/Cayir Project Management Plan Check Map Check	Neville/Ackerman Plan Check Map Check Project Management	Neville/Ackerman Plan Check Map Check Project Management
1:00 - 2:00				
2:00 - 3:00				
3:00 - 4:00				
4:00 - 5:00				

The special discounted hourly billing rate for Interim City Engineer will be $100/hour. All other services, when requested by the City will be charged at Transtech's Standard Billing Rates.

Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,

Ali Cayir, PE
ali.cayir@transtech.org; C: 714-883-8677

Attachments:
A1 - Transtech's Standard Billing Rates
A2 - Resumes of Sr. Level City Engineering Staff.
A3 - Brief Company SOQ

F:\WPROCESS\PROPOSALS\2014\P- 14071 HUNTINGTON PARK INTERIM CITY ENG SERV\PROPOSAL\P- 14071 HUNTINGTON PARK INTERIM CITY ENG SERV.DOCX

Exhibit “E”

(See attached Hourly Rates)

TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES	
Classification	***Hourly Rate***
Senior Engineer	$150 - $165
Project Manager	$145 - $160
Project Engineer	$135 - $150
Staff Engineer	$120 - $135
CADD Designer	$95 - $115
Sr. Planner	$115 - $135
Associate Planner	$95 - $110
Funds and Grants Manager	$125 - $140
Funds Analyst	$95 - $110
Transportation Analyst	$125 - $150
City Engineer	$125 $135
Building Official	$125 $135
Plan Checker	$95 - $125
Construction Manager	$145 - $160
Inspector, PW	$75 - $115
Inspector, Building	$75 - $110
Engineering Technician	$60 - $70
Building Technician	$60 - $70
Administrative/Clerical	$55 - $60
2-Man Survey Crew	$190
Reimbursable direct expenses are billed at cost plus 5%. Fees are adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles area for Cost of Living Adjustment.	

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 17, 2014

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:

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH PARKING COMPANY OF AMERICA FOR THE PARKING STRUCTURE AT 7015 RITA AVENUE; PREVIOUSLY AUTHORIZED BY COUNCIL ON JULY 21, 2014

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the first amendment to the agreement with Parking Company of America for the parking structure at 7015 Rita Avenue

2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

The City Council authorized the Interim City Manager to execute an amendment to the parking facility lease with Parking Company of America (PCA) for the parking structure at 7015 Rita Ave. on July 21, 2014. The final form of the amendment to the agreement is being presented for City Council approval.

The first amendment to this agreement accomplishes the following:

1. Requires PCA to make capital improvements to the structure including a new entrance ramp, relocated entrance on Rita, replacing parking management equipment, and restriping the surface

2. Establishes that the City will reimburse PCA up to $76,796 for the capital improvements

3. Establishes that PCA will pay the City the greater of $18,000 or 15 percent of gross audited revenues per year

FISCAL IMPACT/FINANCING

The City will reimburse PCA up to $76,796 for the capital improvements stipulated in the agreement. The City will net the cost of these capital improvements from the management fee due to the City each year, until fully repaid. If the contract is terminated prior to full repayment, the City will repay the amount due from Proposition C transit fund monies.

CONCLUSION

Upon approval, the Interim City Manager will execute the first amendment to the agreement with Parking Company of America for the parking structure at 7015 Rita Avenue.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ATTACHMENTS

A: First amendment to the agreement with Parking Company of America

FIRST AMENDMENT TO PARKING FACILITY LEASE

THIS FIRST AMENDMENT TO PARKING FACILITY LEASE ("Amendment") is made and entered into as of September __, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("Lessor"), and PARKING COMPANY OF AMERICA, a California corporation ("Lessee").

R E C I T A L S

A. Lessor and Lessee are parties to that certain Parking Facility Lease, dated June __, 2014 (the "Original Lease"), pursuant to which Lessor leased to Lessee certain real property identified in the Original Lease. The Original Lease, as modified by this Amendment, may be referred to herein collectively as the "Lease." Unless otherwise expressly set forth herein, capitalized terms used herein shall have the meanings set forth in the Original Lease.

B. Lessor and Lessee desire to amend and modify the Original Lease in accordance with the terms and provisions set forth herein.

A M E N D M E N T

NOW THEREFORE, the parties hereto agree as follows:

1. Improvements. Section 5 of the Original Lease is hereby deleted in its entirety and replaced with the following:

5. IMPROVEMENTS

5.1 Lessee Improvements. Lessee acknowledges and agrees that a number of capital improvements (collectively, the "Lessee Improvements") need to be made to the parking structures to improve efficiency and increase appeal to patrons. The Lessee Improvements shall include (i) relocating existing parking equipment (ii) restriping (iii) creating a new entrance from the ally and (iv) replacing parking management equipment (traffic control arms, ticket dispensers, valuations readers, control computers and other monitoring equipment). Except for the Lessee Improvement Allowance set forth in subsection 5.2, Lessee shall be solely responsible, at Lessee's sole cost and expense, for constructing and installing the Lessee Improvements. Prior to commencing said construction and installation, Lessee shall obtain all governmental licenses, approvals, and permits required therefor (collectively, the "Required Approvals"). Lessee shall construct and install the Lessee Improvements in strict conformance with the Required Approvals. Lessee shall complete construction and installation of the Lessee Improvements within six (6) calendar months after the effective date of this Amendment.

5.1.1 Lessee shall maintain detailed documentation of the expenses Lessee incurs for constructing and installing the Lessee Improvements. In order to obtain the Lessee Improvement Allowance described in subsection 5.2, below, Lessee shall provide to Lessor documentary evidence reasonably satisfactory to Lessor reflecting said Lessee Improvement expenses.

5.2 Lessor Assistance. As additional consideration for the Lessee Improvements, Lessor shall provide Lessee financial assistance for the construction of the Lessee Improvements in a total amount not to exceed Seventy Six Thousand Seven Hundred Ninety Six Dollars ($76,796) (the "Lessee Improvement Allowance"). The amount of the total Lessee Improvement Allowance to be applied to each improvement project item is set forth in Exhibit A-1, attached hereto and incorporated herein. Assuming Lessor has been provided with adequate documentation of Lessee's expenses for the construction of the Lessee Improvements (in accordance with Section 5.1.1, above), such Lessee Improvement Allowance shall be provided by Lessor to Lessee in the form of a credit, to be applied towards Lessee's annual rent payments due (as set forth in Section 4, above). As a result of said credit, Lessee shall not be obligated to make a payment of rent hereunder until such time as the cumulative amount of rent due hereunder is equal to or exceeds the remainder of the Lessee Improvement Allowance due.

5.3 Prior Consent for Improvements. With the exception of the Lessee Improvements, the construction and approval process of which are described in Section 5.1 above, Lessee shall not make any alteration of or improvement to the Premises without the prior written approval of Lessor.

5.4 Ownership of Improvements. All improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the Premises by Lessee, including but not limited to the Lessee Improvements, shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities, including but not limited to the Lessee Improvements, shall become and remain the property of Lessor at the expiration of this Lease or earlier termination hereof.

5.6 Mechanics Liens or Stop-Notices. Lessee shall at all times indemnify and hold Lessor harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or

installation of structures, improvements, equipment, or facilities within the Premises, including, without limitation, the Lessee Improvements, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of any of such construction, repair, alteration, or installation, Lessee shall either:

(a) Record a valid Release of Lien, or

(b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Lessee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, Lessee shall be in default hereunder and this Lease shall be subject to immediate termination by Lessor.

5.7 Compliance with Laws. Lessee shall carry out the design and construction of the Lessee Improvements in conformity with all applicable laws, including all applicable state labor standards, Lessor zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of Huntington Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, at seq., and the Unruh Civil Rights Act, Civil Code Section 51, at seq.

Lessee shall be solely responsible, expressly or impliedly, and legally and financially, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, and labor laws and standards, and Lessor makes no representation, either legally and/or financially, as to the applicability or non-applicability of any federal, state and local laws to the development of the Lessee Improvements, either on-site or off-site. Lessee expressly, knowingly and voluntarily acknowledges and agrees that Lessor has not previously represented to Lessee or to any representative, agent or affiliate of Lessee, or its contractor or any subcontractor(s) for the construction or development of the Lessee Improvements, in writing or otherwise, in a call for bids or otherwise, that the work and construction undertaken pursuant to this Lease is (or is not) a "public

work," as defined in Section 1720 of the Labor Code or under Davis Bacon.

Lessee knowingly and voluntarily agrees that Lessee shall have the obligation to provide any and all disclosures or identifications as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation. In addition to any other Lessee indemnifications of Lessor set forth in this Lease, Lessee shall indemnify, protect, pay for, defend (with legal counsel reasonably acceptable to Lessor) and hold harmless Lessor and Lessor's officers, officials, members, representatives, employees, and agents from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Lessee Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by Lessee with any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages); (ii) the implementation of Section 1781 of the Labor Code and/or of Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation; and/or (iii) failure by Lessee to provide any required disclosure or identification as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law or regulation) of the Lessee Improvements, including, without limitation, any and all public works (as defined by applicable law or regulation), Lessee shall bear all risks of payment or non-payment of prevailing wages under applicable federal, state and local law or regulation and/or the implementation of Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, and/or any other similar law or regulation. "Increased costs," as used in this Section 5.7, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Lessee Improvements by Lessee.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the parties may execute and exchange by facsimile or electronic mail counterparts of the signature pages which facsimile or electronic mail counterparts shall be binding as original signature pages.

4. Entire Agreement. The Original Lease, together with this Amendment, embodies the entire understanding between Lessor and Lessee with respect to its subject matter and can be changed only by an instrument in writing signed by Lessor and Lessee.

5. Force and Effect. Except as modified by this Amendment, the Original Lease is ratified, in full force and effect, and incorporated herein by this reference

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first written above.

CITY:

CITY OF HUNTINGTON PARK

By:

_____

Julio Morales, Interim City Manager,
City of Huntington Park

ATTEST:

By:

_____

Jessie Gomez, Acting City Clerk,
City of Huntington Park

APPROVED AS TO FORM

By:

_____

LESSEE:

PARKING COMPANY OF AMERICA

By:

_____

Name:

Title:

By:

_____

Name:

_____

Title:

_____

City Attorney, City of Huntington Park

EXHIBIT A-1

LESSEE IMPROVEMENT ALLOWANCE

Improvement Project Item	**Amount**
New Entrance Ramp	$10,000
Preparation of Site For Equipment	$16,900
Installation of New Equipment	$37,196
Restriping	$12,700

PARKING FACILITY LEASE

THIS LEASE dated this_____day of_____between the CITY OF HUNTINGTON PARK ("Lessor") and PARKING COMPANY OF AMERICA ("Lessee.")

WITNESSETH

1. Description of Premises.

The Lessor hereby leases and demises to the Lessee, the following premises:

Certain real property situated in the City of Huntington Park, County of Los Angeles, State of California, commonly known as Rita Avenue Parking Structure No. 1 whose address is 7015 Rita Avenue, Huntington Park, CA.

2. Use of Premises.

To be used for vehicle parking.

3. Term.

For a term of five (5) years, commencing July 1, 2014 and ending on June 30, 2019, plus any subsequent renewal periods. If the Lessee has not received written termination notice thirty (30) days prior to the termination of the current term, this lease will automatically renew for an additional period equal in duration to the prior contract period. However, either party may terminate this Lease at any time by giving the other party thirty (30) days written notice of its intent to do so.

4. Rent.

The annual rental shall be 15% of net profits or eighteen thousand dollars ($18,000.00), whichever is greater. All rent due hereunder shall be paid annually, after the first year and prior to July 15, of the next year starting in 2015.

Lessee will provide Lessor with audited financial statements disclosing the net profits of the prior year, July1- June 30 and pay to Lessor, 15% of any net profits over $18,000.00 prior to July 15 each year beginning after the first year.

The parties hereto further covenant with each other as follows:

5. Reimbursement of Capital Improvement Expenses

Lessor and Lessee agree that a number of capital improvements need to be made to the parking structures to improve efficiency and make increase its appeal to patrons. The improvements include relocating existing equipment, restriping, creating an entrance from the alley and installation of new equipment at the entry points. The budget for the aforementioned improvements is attached to this agreement as exhibit A.

In addition, the Lessor shall retain the right to make repairs, changes, alterations, and/or additions to the Premises, with Lessee's consent. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the City or any department or agency thereof, and with the requirements of all statutes and regulations of the State or any agency thereof. All alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used.

Lessor will therefore be responsible to reimburse Lessee for the costs of said repairs, changes, alterations, and/or additions. Lessor agrees to reimburse Lessee in full within sixty (60) days. If this agreement is terminated before the costs of said repairs, changes, alterations, and/or additions have been repaid, those costs will become due and payable, in full, within thirty (30) days.

6.Vacation of Premises.

The Lessee will promptly pay the rent at the time and in the manner aforesaid, and at the expiration of the term will peacefully yield up to the Lessor said premises in as good order and repair as when delivered of the Lessee, damage by fire, casualty, war or insurrection, riot or public disorder, or act upon the part of any governmental authority, ordinary wear and tear, and damage by the elements excepted.

7. Use and Occupation.

The Lessee covenants that no waste or damage shall be committed upon or to the demised premises, that the premises shall be used for the purposes hereinabove stated, and shall not be used or permitted to be used for any other purpose, that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon, that no advertisement or notice will be affixed to any part of the building without the consent of the Lessor and that any additions or improvements placed upon the premises by either party during the term, except the movable property of the Lessee, shall be the sole property of the Lessor.

Lessee agrees to comply at all times with any recommendations of Lessee's insurance company arising out of or relating to Lessee's use of the demised premises, to pay for any and all expenses arising out of compliance with such recommendations, and to do nothing in its use of said premises or allow anything to be done or any substance kept on said premises which would operate to increase the fire hazard.

8. Assignments and Subletting.

The Lease shall not be assigned, or the demised premises underlet, without the written consent of the Lessor hereon endorsed, which consent shall not be unreasonably withheld, and such consent having been given, the Lessee shall, nevertheless, remain primarily liable to perform all covenants and conditions hereof and to guarantee such performance by its assignee or subtenant.

9. Abandonment.

If Lessee shall abandon or vacate said premises before the end of the term or any other event happen entitling Lessor to take possession thereof, Lessor will make reasonable efforts to take possession of the premises and relet same without such action being deemed an acceptance of a surrender of this lease, or in any way terminating the Lessee's liability hereunder, and Lessee shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting.

10. Damage or Destruction.

The fire and extended casualty insurance for the demised premises shall be the responsibility of the Lessee, to have the demised premises insured and pay for the cost of the insurance premiums with limits and deductible mutually acceptable by both the Lessor and Lessee.

If the demised premises should be damaged or destroyed by fire or other cause, the Lessee, at its expense with the approval of the Lessor shall promptly repair and restore the demised premises to substantially the same condition and configuration the demised premises were in prior to the damage or destruction.

If the demised premises should be damaged or destroyed by fire or other cause, then the entire rents herein provided, or a fair equitable portion thereof, shall be abated until such time as the demised premises are repaired and restored. The term of this lease shall be extended for a period equal to any period during which there has been a complete abatement of rent.

If the demised premises should be damaged or destroyed by fire or other cause to such an extent that the demised premises are rendered unusable and cannot reasonably be repaired as determined by the opinion of a qualified licensed architect or registered engineer mutually appointed by Lessor and Lessee, then Lessee, shall have the right and option to cancel this lease by giving the Lessor notice of such election within thirty (30) days after the occurrence of such damage or destruction and this lease shall terminate not later than thirty (30) days after the date such notice is given, with the specific date of termination to be at the Lessee's option.

11. Transfer by Operation of Law.

In event Lessee or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Lessor may at his option terminate this lease at any time thereafter by notice to said Lessee and may accept rent from such receiver, trustee, assignee or officer without affecting or impairing his rights to terminate this lease at any time thereafter or impairing any other right of Lessor under this lease.

12. Eminent Domain.

If a substantial portion of the premises are condemned or taken by any public authority under the power of eminent domain, either Lessor or Lessee shall have the right as of the day possession shall be taken by such public authority to terminate this Lease by notice thereof to the other, in writing, and rent shall be paid to the date of such possession or proportionate refund made by the Lessor if rent has been paid in advance. If neither party shall elect to terminate the Lease by reason of such condemnation, the rent shall be reduced by the proportion of the floor area of the premises taken by such condemnation, and Lessor shall make all necessary repairs or alterations so as to constitute the remaining premises a complete architectural unit. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premise, shall be sole property of Lessor, whether such damages shall be awarded as compensation for diminution in the value to the leasehold or to the fee of the Premise or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award specifically made to Lessee, for loss of business, taking of Lessee's, (excluding its interest under this Lease), to the extent of the cost to Lessee, less depreciation.

13. Lessor's Inspection and Notice to Relet.

The Lessor shall have access to the demised premises at all reasonable times for the purposes of inspection or for making such improvements, repairs and alterations as Lessor may reasonably deem expedient, or for showing the premises to others. Furthermore, the Lessor may at any time within ninety (90) days preceding the expiration of the term of this lease affix to any suitable part of the premises a notice for letting and keep the same affixed without hindrance or molestation.

14. Right on Default.

If the Lessee shall neglect or fail to perform or observe any of the covenants contained herein, on Lessee's part to be observed and performed, for thirty (30) days after notice by the Lessor of such breach, the Lessor may lawfully enter the premises or any part thereof and repossess the same, and expel the Lessee and those claiming under and through Lessee and remove Lessee's effects, without being deemed guilty of any manner of trespass and upon entry as aforesaid, this lease shall terminate and shall wholly expire; provided, however, such cure period shall be only ten (10) days with respect to Lessee's covenant to pay rent. The Lessee covenants that in case of such termination Lessee will indemnify the Lessor against all loss of rent during the residue of the term fees, which the Lessor may incur by reason of such termination.

15. Non-Waiver Clause.

No waiver by Lessor of any default by Lessee shall be effective unless in writing or operate as a waiver of any other default or of the same default on a future occasion. Lessor's acceptance of rent shall not be deemed a waiver as to any proceeding default.

16. Lessor's Remedies.

All remedies of Lessor shall be cumulative to the full extent allowed by applicable law. No delay or omission on the part of Lessor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof, or of any other right or remedy.

17. Holdover.

It is agreed that a holding over beyond the expiration of the term herein specified shall operate as an extension of this lease from month-to-month only, with the monthly rent increasing 125% with Lessee or Lessor to give thirty (30) days written notice at the end of any month to terminate the month-to-month extension. No holdover shall be permitted without the written consent of the Lessor.

18. Light and Air.

It is agreed that this lease does not grant a continuance of light and air over any property adjoining the leased premises.

19. Lessor's Non-Liability.

It is agreed that the Lessor shall not be liable to the Lessee or any other person on the demised premises or in the building by the Lessee's consent, invitation or license, expressed or implied, for any damage either to person or property sustained by reason of the condition of said premises or building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer, or steam pipes, or due to the act or neglect of any employee of the Lessor, or the act of any Co-Lessee or any occupant of said building or other person therein, or due to any casualty or accident in or about said building unless resulting from the Lessor's willful wrongful act or omission.

20. Lessee's Liability.

The Lessee agrees to be responsible for any damage to the property of the Lessor which may result from any use of the demised premises or any act done thereon by the Lessee or any person coming or being thereon by the license of the Lessee, expressed or implied, and will also save the Lessor harmless from any liability to any other person for damage to person or property resulting from any such causes, unless resulting from the Lessor's willful wrongful act or omission.

21. Condition and Maintenance.

Except as herein contained, no representations have been made as to the condition of the demised premises. It is agreed that the cost of maintenance and repairs shall be borne by the Lessor, except as defined paragraph 9.

22. Compliance with Laws and Quiet Possession.

Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof, applicable to the demised premises. Lessor covenants and warrants that Lessee, on payment of rents and other sums due hereunder and the performance of all its covenants herein contained, shall have the full and unrestricted use, possession and enjoyment of the demised premises during the term hereof, subject only to the provisions of paragraph 22 hereof.

23. Subordination.

This lease shall be subordinate to any recorded or unrecorded mortgage lien(s) securing financing on the demised premises for the duration of this lease. If there is a default by the Lessor under any such mortgage, it shall not affect the tenancy of Lessee so long as the Lessee is not in default hereunder.

24. Surrender of Premises.

Upon the termination of this Lease, Lessee shall, at Lessee's sole cost, remove all trade fixtures, office furniture and equipment (excluding electric light fixtures) installed by Lessee unless otherwise agreed to in writing by Lessor. Lessee shall also promptly repair any damage caused by such removal. Property not so removed shall be deemed abandoned by the Lessee at the termination of this Lease and title to the same shall thereupon pass to Lessor except that the Lessor shall have the right to charge the Lessee for time, labor, machinery, trucking and dumping to remove Lessee's abandoned property, and to place the subject Premises in the same broom clean condition that the Premises were in at the time the Lessee first took possession of the subject Premises. Lessee shall indemnify the Lessor against any loss or liability resulting from delay by Lessee in so surrendering the premises, including without limitation, any claims made against Lessor by any succeeding Lessee founded on such delay.

25. Waiver of Subrogation.

The Lessor and the Lessee hereby release each other and each others' Lessees and Sub-Lessees (and the employees, agents, licensees, customers and invitees of each other and such Lessees and Sub-Lessees) from any and all claims and liability for any loss, damage or injury by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy issued on an all-risk basis including loss, damage or injury caused by negligence.

26. Attorney's Fees.

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease.

27. Lessee's Insurance.

The Lessee shall carry Public Liability and Property Damage Insurance in amounts of not less than $1,000,000 for combined Bodily Injury and Property Damage Insurance.

Lessee shall furnish the Lessor with a Certificate of such insurance naming the Lessor an additional insured, said Certificate to be submitted to Lessor no later than five (5) days from the commencement date of this lease.

28.Notices.

All notices to be given hereunder by either party shall be in writing and given by personal delivery to Lessor or the Lessee, or shall be sent by United States Certified or Registered Mail addressed to the party intended to be notified at the post office address of such party designated below or at such other address as may be designated by notice hereunder, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when received. Lessee acknowledges that the Lessor may implement Rules & Regulations or make changes to the Rules & Regulations at any time given thirty (30) days written notice to Lessee.

29. Construction.

It is understood that the term Lessor and Lessee, used herein, shall be construed to mean Lessors and Lessees where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women shall in all cases be assumed as though fully expressed.

30. Binding Effect.

The covenants and agreements contained herein are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

31. Partial Invalidity.

In the event that any of the provisions of this lease shall contravene or be held invalid under the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision of provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

32. Applicable Law.

The validity, construction and enforcement of this agreement shall be governed by and construed in accordance with the laws of the State of California.

33. Memorandum of Lease.

Upon request of either party hereto, the parties hereto shall execute and acknowledge for recording a Memorandum of Lease. The party requesting the Memorandum of Lease, and recording thereof, shall pay the cost of such preparation and recording.

34. Common Area Maintenance. The common area maintenance associated with the parking areas will be charged for on a direct cost bases and will include landscaping, maintenance of parking areas, and any other improvements deemed necessary at the discretion of the Lessor.

WITNESS the signatures and seals of the above parties the day and year first written.
(signatures)

LESSEE

By: _____

Print Name: _____

Title: _____

LEASOR

By: _____

Print Name: _____

Title: _____
_____

Exhibit A

Proposed Capital Improvement Budget

Use		Amount
Equipment	$	39,000
Wall Removal	$	10,000
Restriping	$	12,000
	$	61,000

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 17, 2014

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:

NOTICE OF COMPLETION FOR THE SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Find that the requested Changes in Work (Attachment A) have no significant effect on the environment and approve changes and revisions to the construction contract in the amount of $26,246; and

2. Accept the work completed under contract by Asphalt Fabric & Engineering, Inc. (AF&E) and authorize the City Clerk to file a Notice of Completion with the LA County Registrar-Recorder's Office and if no claims are filed authorize the release of retention; and

3. Approve the final project budget (Attachment B)

BACKGROUND

On February 3, 2014, the City Council authorized the City Manager to award a construction contract to the lowest responsible bidder, within the approved Total Project Budget, for the construction of the Salt Lake Park artificial turf soccer field project. Sealed bids were received and publically opened on April 1, 2014. Three bids were received ranging from $386,244 to $539,423. The contract was awarded to the low bidder Asphalt, Fabric & Engineering, Inc. (AF&E) in the amount of $386,244, less than the Engineer's Estimate of $434,329. On June 16, 2014 the City Council approved changes and revisions to the construction contract with AF&E in the amount of $66,991 increasing the contract amount from $386,244 to $453,235.

The purpose of this recommended action is to obtain the City Council's approval for additional changes in the construction contract with AF&E for work required to address

changed conditions, change in the installation of a wash water line, installation of a dedication/naming monument, and the application of the park's name on the field turf. The total construction change order amount to the contract with AF&E requested is $26,246.

During construction it was found that the nearest storm drain was on the opposite side of Bissell Street and it became necessary to install a connecting lateral between the soccer field and the storm drain. Since this work could not be delayed, the City negotiated with Bubalo Construction Co. for the installation of a storm drain lateral and manhole to be installed across Bissell Street. The cost of this work was $37,500.

As of September 5, 2014, AF&E has completed all the work required under the contract, inclusive of changes, in accordance with the plans and specifications it is recommended that the City Council accept the improvements and authorize the filing of a Notice of Completion.

FISCAL IMPACT/FINANCING

The total Project Budget has increased from $904,000 to $1,011,809. The City has received an additional contribution of $50,000 from the City of Vernon making the total available budget $941,000. The difference in the amount of $71,000 will be paid by the City of Huntington Park from the General Fund.

LEGAL AND PROGRAM REQUIREMENTS

The Huntington Park Municipal Code and Section 5 of the Finance Department Policy and Procedure Manual require the City Council to authorize change orders to construction contracts that exceed $25,000.

CONTRACTING PROCESS

The authorized contract with AF&E and the California Public Contract Code, provides that the contractor be compensated for work resulting from changes to the original plans and specifications or changed conditions encountered during the course of construction. The costs for these changes were negotiated under the provisions of the contract specifications and/or based on the unit prices included in the contractor's low bid.

CONCLUSION

Following City Council approval of the recommendations herein additional change orders will be executed to the contract with Asphalt Fabric and Engineering Inc. and a Notice of Completion will be filed.

Respectfully submitted,

Julio Morales
Interim City Manager

ATTACHMENT

A. Change in Work (Authorization)
B. Revised Total Project Budget

ATTACHMENT A

CHANGE IN WORK (AUTHORIZATION)
September 17, 2014

SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

Project Description:

The Project includes the construction of an artificial turf soccer field and appurtenances in the Soccer Circle located at Salt Lake Park.

Changes in Work:

1. Modify the field perimeter drain trench and provide a one sack slurry backfill.	$10,860.00
2. Revise the wash water systems from potable water to reclaimed water.	($ 3,011.00)
3. Construct two monument signs at the entry to the soccer field.	($11,665.00)
4. Paint the name of the soccer field on the turf.	$ 6,723.00
Total Changes in Work	$26,246.00

Description of Changes:

1. During the excavation of the trench for the perimeter drains the contractor found the entire area had been used as a landfill for construction debris. Excavation of the debris proved to be in excess of the planned work and cause for irregular trenching as large, irregular pieces of concrete were removed. As a result, modifications were required and a one sack slurry used for backfill.

2. The original plans called for the use of potable water for washing the synthetic turf. Given the drought conditions and the availability of reclaimed water the system was changed to use reclaimed water resulting in a credit.

3. The original plans did not include the installation of dedication plaques that included providing foundations, forming, and constructing two concrete monuments as well as affixing bronze plaques to each.

4. The original plans did not include placing the name of the new soccer field on the synthetic turf so the contractor prepared stencils and applied painted field lettering with the name of the soccer field.

ATTACHMENT B

SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

TOTAL PROJECT BUDGET
As of September 17, 2014

Project Activity	Estimated Cost
Previously Authorized Expenses	
Larry Moss & Associates -- Architectural Design Services	$50,500
Field Turf Inc. Purchase and Installation awarded 12/3/13	338,449
General Contractor Construction Cost (Asphalt, Fabric & Engineering, Inc.)	490,235
Construction Management and Inspection (AIM)	24,816
SUBTOTAL	**$904,000**
Requested Authorization	
AF&E – Change Order No. 5 (provide one sack slurry backfill along perimeter drainage trench)	$10,860
AF&E - Change Order No. 6 (revise wash water system from domestic to reclaimed)	(3,011)
AF&E – Change Order No. 7 (construct two concrete monument signs)	11,665
AF&E – Change Order No. 8 (apply field name lettering)	6,732
Bubalo Construction Company – installation of manhole and 12 inch drain line across Bissell Street	39,500
Purchase of movable goal post	9,431
Gasser-Olds Company, Inc. (two bronze plaques)	3,921
Grand Opening Ceremony Cost, tent rental	3,711
SUBTOTAL	**$82,809**
Construction Management & Inspection	25,000
TOTAL PROJECT COST	**$1,011,809**

Funding Category	Estimated Budget
City of Vernon (October 2012 Cooperative Agreement)	$124,000
L.A. County Safe Neighborhood Parks Proposition of 1996 (Grant pending Board of Supervisors approval on 10/15/13)	250,000
City of Vernon (August 2013 Cooperative Agreement)	500,000
City of Vernon	50,000
City of Huntington Park (General Fund)	71,000
HUD EDI grant	17,000
TOTAL	**$1,012,000**

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 17, 2014

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:

PUBLIC HEARING ON THE FISCAL YEAR 2013-2014 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing to receive any comments.

2. Close the public hearing.

3. Adopt Fiscal Year 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 26, 2014.

BACKGROUND

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the end of the program year — in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2014 for:

1. Community Development Block Grant (CDBG) and
2. HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

This is the City's fourth CAPER under the 2010-2015 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing and non-housing community development needs in Huntington Park, while the Annual

Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

LEGAL AND PROGRAM REQUIREMENTS

This is the City's fourth CAPER under the Five-Year Consolidated Plan for Fiscal Years 2013-2014. During FY 2013-2014, the City had available the following federal resources:

CDBG FY 2013-14:

Entitlement funds	$1,319,058
Carry-forward	$777,038
Total	$2,096,096

CDBG funds were allocated to seven major categories:

1. Commercial Rehabilitation
2. Public Services
3. Economic Development
4. Code Enforcement
5. Infrastructure
6. Repayment of a Section 108 Loan
7. Program Administration

Notable activities in the CAPER to highlight are the following:

The City is on track in meeting its goals outlined in the Consolidated Plan. In FY 2013-2014 the projects/activities that under-performed in meeting the annual goals include:

1. Commercial Rehabilitation goal 3 (completed 0)

Meeting or exceeding goals include:

1. Public Services
    a. Southeast Churches Service Center (Emergency Food Program)
    b. HP Library (Homework Center)
    c. Public Works (Community Beautification)
    d. Parks and Recreation (After School Program)
    e. Police Department (Juveniles at Risk Boot Camp)
    f. Fair Housing Foundation (Housing Advocacy)

2. Economic Development (Business Assistance Program)

3. Community Facilities (Downtown Improvements)

HOME FY 2013-14

Entitlement funds	$436,021
Carry-forward	$1,213,002
Total	$1,649,023

The City expended nearly $780,000 in HOME funds on the following purposes:

1. Affordable Housing at Mosaic Gardens (24-unit affordable units at 6337 Middleton Street)

2. Tenant-Based Rental Assistance Program (82 senior households currently enrolled)

3. Program Administration

4. Prior Year Residential Rehabilitation Projects

CONCLUSION

It is recommended that after conducting the public hearing, the City Council accept the City's FY 2013-2014 Consolidated Annual Performance and Evaluation Report, inclusive of public comments, and authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development (HUD) by the federal deadline of September 26, 2014.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ATTACHMENTS

A: Draft Fiscal Year 2013-2014 Consolidated Annual Performance and Evaluation Report

CITY OF HUNTINGTON PARK

CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT (CAPER)

JULY 1, 2013 – JUNE 30, 2014

CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255

Consultant to the City:

Lorraine Mendez & Associates

CITY OF HUNTINGTON PARK
2013-14 CAPER

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Appendices

Exhibit 1: Table 3A (Summary of Specific Annual Objectives)
Exhibit 2: Table 2A (Priority Housing Needs/Investment Plan)
Exhibit 3: Table 3B (Annual Housing Completion Goals)
Exhibit 4: Table 2B (Priority Community Development Needs)
Exhibit 5: Summary of Accomplishments (IDIS Report: C04PR23)
Exhibit 6: Summary of Consolidated Plan Projects (IDIS Report: C04PR06)
Exhibit 7: CDBG Financial Summary (IDIS Report: C04PR26)
Exhibit 8: CDBG Activity Summary Report (IDIS Report: C04PR03)
Exhibit 9: CDBG Performance Measurement Report (IDIS Report: C04PR83)
Exhibit10: CDBG Strategy Area, CDFI, and Local Target Area Report (IDIS Report: C04PR84)
Exhibit 11: HOME Housing Performance Report (IDIS Report: C04PR85)
Exhibit 12: CDBG Housing Performance Report (IDIS Report: C04PR85)
Exhibit 13: Annual Performance Report HOME Program (OMB Approval No. 2506-0171)
Exhibit 14: HOME Match Report Form HUD-40107-A (OMB Approval No. 2506-0171)

I. INTRODUCTION

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER)—in accordance to U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2014 for:

- Community Development Block Grant (CDBG) and
- HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

This is the City's fourth CAPER under the 2010-15 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing and non-housing community development needs in Huntington Park, while the Annual Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

II. FEDERAL RESOURCES

Community Development Block Grant (CDBG)

The City of Huntington Park had approximately $2.1 million in CDBG monies available for FY 2013-14, comprised of:

- $1,319,058 Entitlement Funds
- $ 777,038 Unexpended Balance

The City did not undertake activities during the program year which generated income from float-funded activities, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments.

CDBG funds were allocated to seven major categories:

1. Commercial Rehabilitation
2. Public Services
3. Economic Development
4. Code Enforcement
5. Infrastructure
6. Repayment of a Section 108 Loan
7. Program Administration

Home Investment Partnership Program (HOME)

The City of Huntington Park had approximately $1.6 million in HOME funding for FY 2013-14, comprised of:

- $436,021 Entitlement Funds
- $862,002 Budgeted Carryover
- $351,000 Unexpended Balance

The City expended over $1.66 million in HOME funds on the following purposes:

1. Affordable Housing Projects
2. Tenant Based Rental Assistance Program
3. Program Administration

Funding for following programs have been fully expended and closed out:

- *Community Development Block Grant – Recovery Act Funds*
- *Homelessness Prevention and Rapid Re-Housing Program Funds*
- *Neighborhood Stabilization Program Funds*

III. GENERAL NARRATIVES

A. OUTCOME MEASUREMENT PERFORMANCE FRAMEWORK

In 2005, HUD's Office of Community Planning Development (CPD) established a new CPD Outcome Performance Measurement System. The first component of the Measurement System offers three possible objectives for each activity based on the general statutory purpose of HUD programs. The second component of the system specifies program outcomes designed to capture the expected result of the objective, or what the City seeks to achieve.

When funding an activity, the City determines which of the three objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) – This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

- Decent Housing (DL) –This objective focuses on housing programs whose purpose is to meet individual, family or community needs and not programs where housing is an element of a larger effort, which would be reported under Suitable Living Environment.

- Creating Economic Opportunities (EO) – This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three outcome categories best reflects what the City seeks to achieve. The three outcome categories are:

- (Outcome 1) Availability/Accessibility – This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low and moderate income people, including persons with disabilities.

- (Outcome 2) Affordability – This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure improvements, or services such as day care.

- (Outcome 3) Sustainability – This outcome category applies to promoting livable or viable communities through activities aimed at improving communities, helping to make them livable or viable by providing benefit to persons of low and moderate income, or by removing or eliminating slums or blighted areas.

Each outcome category can be connected to each of the overarching objectives, resulting in a total of nine groups of outcome/objective alternatives as indicated in Exhibit 1 (Table 3A – *Statement of Specific Annual Objectives*) at the end of the this report.

B. ASSESSMENT OF PROGRESS TOWARD ONE-YEAR AND FIVE-YEAR GOALS AND OBJECTIVES

The City of Huntington Park has made considerable progress towards meeting the five-year goals of the Consolidated Plan. Below is a summary of the aggregated accomplishments from FY 2013-14 towards meeting the policy needs identified in the 2010-2015 Consolidated Plan.

Priority 1.1: <u>Maintain and Strengthen Housing and Neighborhoods</u>

Five-Year Objectives:

1. **Assist 30 single-family homeowners through Residential Rehabilitation Program**
2. **Assist 150 homeowners through Minor Home Repair Program**
3. **Complete corrections to 1,500 properties through Code Enforcement Program**
4. **Implement Code Enforcement Strategy**
5. **Conduct monthly meetings with Neighborhood Improvement Associations**
6. **Develop a Neighborhood Improvement Action Plan**

Accomplishments for FY 2013-14

Objective 1:

Residential Rehabilitation Program: This program provides assistance up to $50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. In January 2009 the City revised the Residential Rehabilitation Program guidelines to include a forgivable component of up to $25,000 of the $50,000 loan for repairs that correct health, safety, and building code violations. In addition, the City coupled the revised guidelines with a targeted marketing campaign that proved successful. Eligible improvements through the Residential Rehabilitation program include new roofs, plumbing, electrical upgrades, GFI outlets, smoke detectors, new windows, new doors, interior and exterior paint, and when feasible, room additions to mitigate overcrowding.

In FY 2013-14, the City did not fund the HOME-funded Residential Rehabilitation Program as it instead opted to initiate the purchase of a property located at 7116 Rugby Avenue. The purchase did not materialize and pursuant to the FY 2014-15 Annual Action Plan, the Residential Rehabilitation was reinstated.

Objective 2:

Minor Home Repair Program: In general, this program provides exterior minor home repair services to eligible elderly, handicapped, low and very low-income households. During FY 2013-14, the City did not fund the Minor Home Improvement Program.

Objective 3:

***Code Enforcement*:** Huntington Park's Code Enforcement Division is responsible for proactively and reactively addressing all Municipal Code violations on private and public property within the City. Code Enforcement is also responsible for addressing violations of the County's Health Code and the City's Building and Safety Codes. Code Enforcement works with property owners, landlords, and tenants to correct violations in a safe and timely manner with an emphasis on voluntary compliance. The purpose of the Code Enforcement Program is to eliminate unsafe conditions and blight and to improve the quality of life within the community. The program provides property inspections in the vicinity of CDBG-funded activities, target areas and in Census Tracts having a predominance of low- and moderate-income residents.

During FY 2013-14, Code Enforcement Officers conducted 1,013 housing inspections for Municipal Code violations. This is down from 1,510 inspections in FY 2012-13 and is attributed to a reduction staff from 3 Code Enforcement Officers at the beginning of the fiscal year, to two Officers by the 3rd quarter. Code Enforcement Officers also handled the 130 cases carried over from the prior fiscal year that were still pending mitigation. Of these 1,143 total cases, 989 violations were mitigated, with the balance of 154130+ code enforcement cases still open and pending resolution.

While staff shortages slowed down response times from complaint to initial inspection, and from initial inspection to compliance, the Code Enforcement Division continued to strive to meet their performance goals. Program successes include the closing of approximately 85% of its cases during the fiscal year. Similarly, the Division was able to get approximately 50% of property owners to correct code violations. The program underperformed in the areas of program timeliness. The Division had a goal to respond to third party complaints within two days received, and to seek compliance within 14-days from initial inspections for all proactive and reactive cases. These goals were not met due to staff shortages and budget shortfalls that do not allow for the hiring of additional staff to relieve the caseload.

Objective 4:

Code Enforcement Strategy: In November 2009, the City Council approved Phase I of a Code Enforcement Strategy which outlined various City programs that, together with Code Enforcement, would arrest the physical and economic blight in the City.

Phase 2 of the Strategy proposed development and implementation of a Systematic Rental Property Inspection Program to target and fix some of the City's most distressed multi-unit residential buildings. It is envisioned that this new program would involve certification of code compliance of all 11,000 rental units in the City in conjunction with annual business license renewal. The program would consequently generate revenues that would eventually allow the Code Enforcement Division to be self-sustaining and no longer dependent on CDBG funding.

Phase 3 of the Code Enforcement Strategy involves the development of other activities and programs that would meet the needs of the community, such as a Lead-Based Paint Identification and Remediation Program. The Strategy recommended that a new Code Enforcement Manager be hired to develop and implement Phases 2 and 3.

While staff has identified other programs that do work with Code Enforcement to arrest the physical and economic decline of the City, as described in Phase I, staff is continuing to develop methods for capturing performance data to support this effort. Phases 2 and 3 are currently on hold as the City is experiencing a hiring freeze due to budget constraints.

Objective 5:

Neighborhood Improvement Program: The Neighborhood Improvement Program continues to improve the quality of life for the residents of Huntington Park. The program has become more effective in addressing public safety-related issues in neighborhoods, which in return has helped improve the quality of life of many residents. The Neighborhood Improvement Program is administered by the Huntington Park Police Department and has expanded its impact in various neighborhoods within the City. Input received from residents in all four Neighborhood Improvement Areas is used to report back to applicable City Departments for appropriate follow-up. Comments received at Neighborhood

Improvement meetings typically revolve around code enforcement issues, crime, and needed public infrastructure improvements.

Neighborhood Improvement Accomplishments during FY 2013-14:

- ***Neighborhood Improvement and Block Watch Areas:*** Four Neighborhood Improvement and Block Watch (NI/BW) Areas are established within the City of Huntington Park. All 3.3 square miles of the City are included within the four NI/BW areas.

- ***Monthly Neighborhood Improvement Meetings:*** In March of 2010, the Huntington Park Police Department and City Officials agreed to change Neighborhood Meetings from three times a month, in three different areas, to only the first Tuesday of every month and held at one centralized location – the Huntington Park Community Center at 6925 Salt Lake Avenue. This approach was implemented for a year and was not well received. The three Neighborhood Improvement Areas were not well represented at the new centralized location. Subsequently in January 2012, Neighborhood Improvement staff started holding meetings at three different locations in close proximity to the four Neighborhood Improvement Areas that were originally established in Huntington Park. The locations are: Huntington Park Community Center at 6925 Salt Lake Avenue; Freedom Park at 3801 E. 61st Street; and Raul P. Perez Memorial Park at 6208 Alameda Street. Neighborhood Improvement staff are continuing to look for alternate ways to promote the meetings.

  Specifically in FY 2013-14, eleven monthly Neighborhood Improvement meetings were held in an effort to address neighborhood problems, concerns and issues. The focus is to inform and educate residents on issues such as crime prevention and city beautification. Therefore, every meeting consists of a different topic presented by city personnel, police personnel, or outside agencies. Attendance ranged from 20-25 residents per meeting.

- ***Service Request Forms***: Every resident has the option to fill out a service request form with detailed information about their current issue. This form is used to notify proper city personnel about resident issues in a timely manner. When a service request form is completed, the Neighborhood Improvement Program Coordinator informs her Chain of Command. The Chief of Police sends this request to the appropriate supervisor and it is required to be returned with action taken within 36 hours.

- ***Organized Neighborhood Cleanups:*** Six successful neighborhood cleanups were conducted with an approximate total of over 300 participants. The Environmental Services Department and the Neighborhood Improvement Program partner to promote and execute successful city-wide clean ups throughout the year. Tools and supplies are provided to all participants by the Neighborhood Improvement and Environmental Services Programs. Free food, refreshments, informational

materials, and giveaways are also given to all participants.

- ***Informational Flyers and other Publications:*** Various city informational flyers and brochures were created to inform residents of all the programs and services that are designed to improve the quality of life in the City of Huntington Park. These informational sheets and brochures included telephone numbers to the various departments within the city, workshops or seminars offered at no charge to the residents, and more. In addition, information regarding program activities can be found on the Huntington Park City website.

- ***Residents as a "New Voice":*** Through participation, residents have taken a more active role in prioritizing their neighborhood issues, and have been able to influence City decisions. Residents are reminded to take personal responsibility and be mindful of their actions. They are reminded to keep a watchful eye in their neighborhood, and to report any unfamiliar/suspicious activity or person.

- ***National Night Out:*** Every year the City of Huntington Park and the Huntington Park Police Department celebrate National Night Out on the first Tuesday in August. This community event attracts over 1,500 residents. Residents are encouraged to attend this event because it is a night where we can safely give crime a going away party. The event is free and many outside agencies are invited to participate yearly. It is a night for us to stand together in promoting awareness, safety, and neighborhood unity in our community. For the past 17 years, the Huntington Park Police Department has been recognized for its outstanding participation in "America's Night Out Against Crime" event. This recognition could not have been achieved without the support and participation of our residents.

- ***Christmas Award:*** Residents from our community are invited to decorate their homes and show off their Christmas spirit. Residents may submit their nominations by phone or e-mail to the Neighborhood Improvement Program Coordinator. The Mayor drives to the homes that have been nominated and selects the top three best decorated homes. These residents receive a certificate by the council and a lawn sign for best decorated homes.

- ***New Upcoming Ideas for Neighborhood Improvement Program:*** NIP staff are currently looking to implement the use of the Huntington Park Police Command Bus to conduct city wide Neighborhood Improvement Meetings. We are looking to drive around the city and conduct meetings or gatherings in city parking lots and places where we know people gather. This would allow for increased visibility, and an opportunity to conduct surveys to better understand the community needs city wide.

- ***Community Action Council***: NIP staff are also in the process of developing a Community Action Council, whose mission will be to build and maintain a healthy and safe environment for all residents, stakeholders and visitors in the City of Huntington Park through advocacy, civic engagement and community building. Council objectives include:

1. Meet monthly for reporting, decision making and event planning.
2. Develop annual neighborhood improvement action plan (NIP) to include projects and events that will benefit the city.
3. Recruit and develop new civic leaders from each neighborhood improvement area.
4. Recruit volunteers for city and civic sponsored events.
5. Provide feedback on community planning, wellness initiatives and public safety activities by the city of Huntington Park, county of Los Angeles and state of California.
6. Provide neighborhood outreach.
7. Develop and coordinate fundraising activities to support city projects.
8. Provide trainings to develop advocacy and leadership skills.

Objective 6:

Neighborhood Improvement Action Plan: While the Neighborhood Improvement Program has been effective in addressing public safety-related issues in residential neighborhoods and organizing community events as listed above, the Community Development Department currently desires to enhance the program to incorporate more services, outreach, and activities in focused neighborhoods in most need of intervention. It is the City's goal that the Police Department will develop a Neighborhood Improvement Action Plan describing a comprehensive approach to delivering public services to focused neighborhoods in Huntington Park.

The objectives of the Neighborhood Improvement Program are to eliminate crime and blight; preserve the existing housing stock; promote decent, safe, and sanitary housing; revitalize neighborhoods; and empower residents through activism, volunteerism, and community pride.

During FY 2013-14, progress on the Neighborhood Improvement Action Plan was stalled due to staff turnover within the Program. It is the goal of the Community Development Department that in FY 2014-15 a draft of the NIP Action Plan will be developed.

The focus of the NIP Action Plan will be to:

- Develop goals and objectives that support the elimination of substandard housing, blight, and crime.

- Identify focus neighborhoods where the NIP will deliver newly defined services, outreach, and activities.

- Identify resident and neighborhood needs (e.g. community services, public infrastructure, code enforcement, etc.) eligible for government and private assistance.

- Identify public and private services/programs available to residents of focused neighborhoods (e.g. residential rehabilitation, commercial rehabilitation, minor home repair, economic development, after-school care, emergency services, health services, lead and other hazard reduction and elimination services, etc.).

- Describe a method of identifying residents or areas that may qualify for CDBG interim assistance[1] for the following activities:
    - The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings.
    - The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns (but not the regular curbside collection of trash in an area).

- Develop, in conjunction with the Community Development Department, requirements for recipients of residential rehabilitation, commercial rehabilitation, and minor home repair programs that will further the NIP objective of empowering residents through activism and volunteerism, including, for example:
    - Participation in at least one NIP event.
    - Participation in a Code Enforcement Education workshop (to be developed by the Code Enforcement Division).
    - Assistance with NIP outreach efforts (e.g. disseminating information to neighbors, hosting block party).

- Outline partnerships, programs, and activities developed with other City departments and private companies to assist with NIP efforts, such as:
    - Police Department – increased patrolling of focused neighborhoods and gang prevention activities.
    - Code Enforcement – increased interface with code violators on ways to correct code deficiencies, referrals to other services, etc.
    - Fire Department – emergency preparedness training for residents of focused neighborhoods.
    - Public Works – evaluating and coordinating neighborhood infrastructure and capital improvement needs such as increased lighting, sidewalk repairs, tree trimming and removal, etc.
    - Parks and Recreation – outreach to focused neighborhoods on free after school programs and other department services and programs.
    - Other CDBG public service subrecipients – minor home repair, senior services, homeless services, and health services.
    - Other private companies.

- Describe a strategy, including methods and a schedule, to outreach to focused

[1] § 24 CFR 570.202 (f) *Interim Assistance*. Activities undertaken on an interim basis must be in areas exhibiting objectively determinable signs of physical deterioration where the recipient (City) has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable.

neighborhoods including block parties, newsletters, utility inserts, and brochures, and code enforcement interface.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Assist 30 single-family homeowners through Rehabilitation Program	Program Not Funded	40%
2. Assist 150 homeowners through Minor Home Repair Program	Program Not Funded	16%
3. Complete corrections to 1,500 properties through Code Enforcement Program	1,013 code violations inspected, 989 cases mitigated	232%
4. Implement Code Enforcement Strategy	On Hold	Underperforming/ On Hold
5. Conduct monthly meetings with Neighborhood Improvement Associations	A total of 11 meetings were conducted	Met
6. Develop Neighborhood Improvement Program Action Plan	Not Yet Started	Underperforming

Priority 1.2: Expand the Supply of Affordable Housing

Five-Year Objectives:

1. **Support development of 40 new rental units affordable to extremely low, low, and moderate income households**
2. **Support applications for outside funding by local CHDO's to maximize leverage**
3. **Pursue foreclosed condominiums and resell at affordable prices to low and moderate income households**

Accomplishments for FY 2013-14

Objectives 1 and 2:

The following table provides an assessment of the use of HOME funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan (see Exhibit 1: Table 3A – Summary of Specific Annual Objectives for complete version of Table 3A).

Table 3A
Statement of Specific Annual Objectives

Specific Obj. #	Specific Annual Objectives	Sources of Funds	Performance Indicators	Fiscal Year	Expected Number	Actual Number	Percent Completed
DH - 1 Availability/Accessibility for the purpose of providing Decent Housing							
DH – 1.1	**Residential Rehabilitation Loan Program** Address the availability of decent housing by offering rehabilitation assistance to low and moderate-income households.	**HOME**	**Total Number of Housing Units Assisted**	2010	**6**	1	17%
				2011	**6**	10	166%
				2012	**6**	**1**	**17%**
				2013	**6**	**Program Defunded**	
				2014	**6**		
				Total	**30**	**12**	**40%**
DH-2 Affordability for the purpose of providing Decent Housing							
DH – 2.1	**Affordable Housing Development** Address need for affordable decent housing by increasing supply of affordable rental housing.	**HOME**	**Total Number of Housing Units Assisted**	2010	**12**	0	0%
				2011	**7**	0	0%
				2012	**7**	**0**	**0%**
				2013	**7**	**24**	**342%**
				2014	**7**		
				Total	**35**	**24**	**69%**

HOME funds were committed to support two of the City's housing priorities:

- Over three-quarters of Huntington Park's housing stock are over 30 years old, the age at which housing begins to require major rehabilitation improvements. To better respond to this apparent housing need, the City revamped its **Residential Rehabilitation Loan Program** to include a forgivable component of $25,000 for certain repairs needed to correct building code violations and make health and safety improvements to the building exterior.

  ***Status**: During FY 2013-14, the Residential Rehabilitation Program was not funded. However, the City Council reinstated the program in FY 2014-15.*

  The following table (see Exhibit 2: Table 2A – Priority Housing Needs for complete version of Table 2A) shows the number of low and moderate income owner households assisted during the reporting period, and the number of households assisted with housing that meets the Section 215 definition of affordable housing for homeownership at 24 CFR 92.254. Housing that is rehabilitated and owned by a family when assistance

is provided qualifies as affordable if it is occupied by an extremely low, low or moderate income family, and has an after-rehabilitation value that does not exceed the 203(b) mortgage limits.

Annual Housing Completion Goals (Table 2A)

PRIORITY HOUSING NEEDS (households)		Priority Need Level High, Medium, Low	Unmet Need	5 Year Goals	FY 2013-14 Actual Number
Owner	0-30%	H	193	50	0
	31-50%	H	365	65	0
	51-80%	H	683	65	0
Total 215 Owner Goals				**30**	**0**

- The City's Consolidated Plan further observed that Huntington Park has low rental vacancy rates combined with high levels of severe renter overcrowding and severe renter overpayment. Consequently, the City has given high priority to expanding the supply of **Affordable Rental Housing** by acquiring and rehabilitating buildings.

  Over the last several years, the City expended approximately $2.51 million of gap financing for four affordable housing projects with a local CHDO, the Oldtimers Housing Development Corporation-IV (OHDC-IV), to assist in the acquisition and rehabilitation of 25 units within two geographically targeted areas or "focus neighborhoods": the Bissell Focus Neighborhood and the Middleton/Malabar Focus Neighborhood. These projects include four units at the Bissell I project located at 6342-6344 Bissell Street; seven units at Bissell II at 6308-6312 Bissell II; four units at Bissell III at 6340 Bissell Street; and ten units at 6822 Malabar Street.

  Most recently, on April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC- Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed $1.50 million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The project is also located within the Middleton/Malabar focus neighborhood. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that is includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space.

Mosaic Gardens at Huntington Park

The project met the City's development goals by serving as a catalyst for neighborhood revitalization in the project area, by providing housing opportunities for residents and families, and by achieving a high quality design that enhanced the appearance, livability, and long term durability of the project, neighborhood and community. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities. The City's Five-Year Consolidated Plan acknowledges the need for special needs housing. It notes that youth leaving the foster care system ("emancipated youth") are a high risk of special needs population.

The Mosaic Gardens project was completed in December 2013, and the activity was completed in IDIS in July 2014.

Project	Household Income			Total Number of Units
	Extremely Low	Very Low	Low	
Bissell I, 6342-6344 Bissell St.	0	0	4	4
Bissell II, 6308-6312 Bissell St.	0	2	4	7*
Bissell III , 6340 Bissell St.	0	0	4	4
6822 Malabar St.	0	2	8	10
6337 Middleton Street (Mosaic Gardens)	15	8	0	24**
Total	**15**	**12**	**20**	**49**

*1 market rate unit. ** 1 manager's unit.

Pending HOME-Funded Affordable Housing Projects

It is the goal of the City of Huntington Park that when the Consolidated Plan period is completed, the City would have provided 35 affordable housing units, 23 of which will be designated HOME units. Nearly 70% of this goal has already been accomplished with the completion of the Mosaic Gardens project located at 6337 Middleton Street. The remaining

units are to be accomplished with the completion of two additional affordable housing projects that are currently underway in Huntington Park.

Total Units (HOME Units)			
Income Level	**6700-6702/6614 Middleton Project**	**6303 Marconi**	**Totals (HOME)**
Extremely Low Income	0	0	**0**
Very Low Income	3 (3)	0	**3 (3)**
Low Income	8 (8)	1 (1)	**9 (9)**
Manager's Unit (unrestricted)	1	0	**1**
Total Units (HOME Units)	**12 (11)**	**1 (1)**	**13 (12)**

- **6700-6702/6614 Middleton Project:** On May 16, 2011, the City Council approved the First Amendment to the Amended and Restated Affordable Housing Agreement to provide additional financial assistance to the Oldtimers. The newly constituted Project requires the Oldtimers to rehabilitate five units and construct an additional six units in the following manner:

  - A total of eleven units were acquired – the six units previously purchased at 6700-6702 Middleton Street, and the CHDO acquired five additional rental units at 6614 Middleton Street;
  - Six of the eleven units purchased by the CHDO will be demolished (two detached units and a duplex above tuck-under parking at 6614 Middleton Street and a duplex with tuck-under parking at 6700-6702 Middleton Street); and
  - The remaining five units will be rehabilitated
  - Both lots will be consolidated.
  - The total allocation was also increased accordingly:

Sources	Allocation
HOME Funds	$2,040,715
RDA Funds	$3,059,285
Total Funds	**$5,100,000**

***Status**: The project has been affected by the dissolution of the Huntington Park Redevelopment Agency, which has at least temporarily stripped away approximately $2.36 million and thus delayed completion of the project. The Developer is looking for other funding sources to complete the project. It is anticipated that the project will move forward in Fiscal Year 2014-15.*

- **6303 Marconi Street:** In FY 2010-11, the Community Development Commission authorized Amendment No. One to the Amended and Restated Affordable Housing Agreement with the Oldtimers Housing Development Corporation – IV (OHDC) to extend financial assistance in the amount of $235,000 in Neighborhood Stabilization Program (NSP) funding to acquire 6303 Marconi Street, and to provide $185,611 in financial assistance to the Developer to rehabilitate the Property as an affordable housing project. Then on April 16, 2012, the City also entered into a First Amendment to a CHDO Reservation Agreement with the Oldtimers Housing Development Corporation-IV to commit $147,500 in HOME funds to negotiate a second amendment to the Amended and Restated Affordable Housing Agreement to build a rental unit atop a reconstructed garage at the 6303 Marconi Street project site and to undertake site improvements.

  ***Status**: Acquisition and rehabilitation of the single-family home at 6303 Marconi was completed in September 2011 using NSP funds. The environmental review has been prepared to include the infusion of HOME funds into the project for construction of the additional unit above the garage and Amendment No. Two of the Amended and Restated Affordable Housing Agreement has been drafted for City Council subject to OHDC-IV securing private financing. The City will not move forward on this project with any financial assistance from City HOME funds. The Developer is looking to secure private financing to complete the project.*

Objective 3:

Homeownership Assistance: Promoting homeownership opportunities remains a priority as described in the City's 2008-2014 Housing Element and 2010-15 Consolidated Plan. Pursuant to the FY 2012-13 Annual Action Plan, the City did not allocate any funds for City-sponsored homeownership programs; however the City continues to support outside agencies in educating and assisting low and moderate income renters to move into homeownership. These outside programs include:

- Mortgage Credit Certificate (MCC) Program
- CalHome
- CalHFA Homebuyer's Down Payment Assistance Program
- Southern California Home Financing Authority (SCHFA) First Choice Program
- Independent Lease Finance Authority ACCESS and NHF Gold Programs
- State HCD Building Equity and Growth in Neighborhoods (BEGIN)

Though FY 2013-14 witnessed a slight rise in for-sale housing prices from recent years, the affordability gap still remained too wide for any activity to have occurred between the City and these outside programs.

The City entered into an agreement with Los Angeles County Neighborhood Housing

Services (NHS) to provide Huntington Park residences homeownership and residential rehabilitation programs offered by NHS to low and moderate income families.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Support development of 40 new rental units affordable to extremely low, low, and moderate income households	**Completed 24 units at 6337 Middleton Street (Mosaic Gardens)**	**On track**
2. Support applications for outside funding by local CHDO's to maximize leverage	**Oldtimers has contributed nearly $1.75 million towards affordable housing and utilized NSP funds; City also supported LINC's application for low income housing tax credits for 6337 Middleton St.**	**On track**
3. Pursue opportunities for purchase of foreclosed condominiums and resell at affordable prices to low and moderate income households	**Not Yet Started**	**Underperforming**

Priority 1.3: Preserve Existing Affordable Housing

Five-Year Objectives:

1. **Assist 470 households with tenant-based Section 8 rental assistance**
2. **Conserve 481 deed-restricted affordable rental units**
3. **Assist 100 households with Tenant-Based Rental Assistance**

Accomplishments for FY 2013-14

Objective 1:

Section 8 Rental Assistance: The Housing Authority of the County of Los Angeles (HACoLA) administers the Section 8 Rental Assistance Voucher Program within Huntington Park. With this program, an income qualified household (<50% MFI) can use the voucher at any rental complex that accepts Section 8 vouchers. Section 8 tenants pay a minimum of 30 percent of their income for rent and HACoLA pays the difference, up to the payment standard established by HUD.

As of August September 2014, 458 Huntington Park households were receiving Section 8 rental assistance, a 6% increase from the 432 households receiving assistance in 2011. Of the 458 households receiving assistance, 88 percent are of Hispanic origin, generally consistent with the ethnic make-up of the City's population. Persons with disabilities comprise 58 percent of the City's Section 8 recipients and 64 percent are seniors, indicative of the high proportion of seniors participating in the program, whereas families with children comprise 18 percent of recipients. With 290 Huntington Park residents on the waiting list for Section 8 assistance, the need for rental assistance is substantial.

Objective 2:

Preservation of Existing Assisted Housing: Huntington Park currently contains nine assisted rental projects, providing 487 units affordable to lower income households. All nine projects now contain long-term affordability controls, with none at-risk of conversion within the next 15 years.

Acquisition and rehabilitation activities currently underway on the 6700-6702/6614 Middleton Street will contribute another 11 units to the total units available to lower income family households, with an additional 23 units in the pipeline at 6337 Middleton. Each of these new projects will carry long term affordability covenants as required by HOME.

Objective 3:

Tenant-Based Rental Assistance Program: The City has entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. The City has given local preference to 82 very low-income elderly persons. The program will continue into FY 2014-15.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Assist 470 households with tenant-based Section 8 rental assistance	432 households	92%
2. Conserve 487 deed-restricted affordable rental units	487 units preserved	Met (100%)
3. Assist 100 households with tenant-based rental assistance	82 households	75%

Priority 2.1: Provide Support Services and Housing for the Homeless and Near Homeless through Support of Social Service Agencies and Regional Programs

Five-Year Objectives:

1. **Coordinate with LAHSA and other communities to provide continuum of care for homeless**
2. **Support service providers offering facilities and services to homeless, with a goal to assist 14,250 persons**

Accomplishments for FY 2013-14

Objective 1:

***Continuum of Care**:* In May 2009, the City amended its FY 2008-09 Annual Action Plan and Five Year Consolidated Plan to allocate Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds received under the 2009 American Recovery and Reinvestment Act. During FY 2010-11 the City negotiated a partnership between the Los Angeles Homeless Services Authority (LAHSA) and Volunteers of America Greater Los Angeles (VOALA), a nonprofit organization in Greater Los Angeles that provides a diverse range of human services to the community. VOALA is charged with the task of targeting individuals and families currently housed in the City who are at risk of becoming homeless and those who are already experiencing homelessness. LAHSA, to whom HPRP funds were directly subgranted to, is responsible for the administration of HPRP funds and Data Collection and Evaluation. The HPRP program includes financial assistance, housing relocation and stabilization, and rapid re-housing services.

During FY 2011-12, VOALA provided services that prevented 111 (255 total during life of grant) Huntington Park persons and 48 (95 total) Huntington Park households from becoming homeless (Homelessness Prevention), and assisted in re-housing 40 (44 total) persons and 21 (23 total) households to change their homeless status (Rapid Re-Housing). Services provided included: rent subsidies; monetary assistance to pay back-due rent

and/or utilities; motel vouchers; security deposits; emergency eviction assistance; and supportive services such as referrals for employment services, food and clothing, public benefits, and financial planning.

All HPRP funds have been expended, therefore there were no programs or activities implemented in FY 2012-13.

Objective 2:

Emergency Shelters: While no emergency shelters are located in Huntington Park, a 350-bed regional shelter is located in the adjacent City of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer term transitional housing. In addition, the Bell Shelter offers vocational assistance, substance abuse rehabilitation, case management, counseling, on-site health care & medical referrals, ESL classes, HIV/AIDS education, 12-step substance abuse recovery program, computer training, job training and referrals, and life skills classes. The goal of the program is to provide a one-stop solution to the homeless condition by addressing the problems and barriers that keep homeless men and women from achieving self-sufficiency.

Additionally, in response to an increasing number of homeless and chronically ill adults in Los Angeles, the Bell Shelter, in collaboration with the Los Angeles County Department of Mental Health, has developed a program to provide on-site assessment and treatment for homeless clients who are mentally ill or dual diagnosed with mental illness and substance abuse. Funding and support also came from the State Department of Mental Health, the California Endowment, the State Department of Housing & Community Development, the Department of Veterans Affairs, and the Community Development Commission of the County of Los Angeles.

Huntington Park addresses the emergency shelter needs of the homeless and other persons needing shelter by participating in programs administered by homeless service agencies. The Salvation Army/Southeast Community Corps located in Huntington Park and funded by the City will continue to offer emergency motel vouchers, and provide transportation assistance to those individuals who wish to go to the Bell regional shelter or other nearby shelters.

Emergency Services: In FY 2013-14, the City provided funding support to the Southeast Churches Service Center (SCSC). The SCSC Emergency Food Program provides emergency “brown bag” groceries to families, and served 2,887 persons during FY 2013-14. The Center also provides such essential homeless services such as bus tokens and taxi vouchers to link clients with other service agencies.

Through their office in Huntington Park, the Salvation Army/Southeast Communities Corps provides the following emergency services: dail10y meals; emergency food boxes for families; monthly food bags for seniors; showers; clothing; furniture; bus tokens; emergency motel vouchers; utility assistance; and referrals to outside agencies. Also, a limited amount

of emergency rental assistance is at times available for qualified households. The program was not funded in FY 2013-14 as CDBG funds available for public services has dwindled in recent years.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Coordinate with LAHSA and other communities to provide continuum of care for homeless	No activity	Met
2. Support service providers offering facilities and services to homeless, serving 14,250 persons	2,887 persons served	122%

Priority 3.1: Provide Housing and Support Services for Special Needs Populations

Five-Year Objectives:

1. Support the provision of housing and services for special needs populations.

Accomplishments for FY 2013-14

Objective 1:

***Housing for Special Needs Populations*:** Certain segments of the population face greater difficulty in securing adequate and affordable housing due to their special housing needs. Huntington Park's Housing Element contains numerous policies and programs which speak to addressing the housing needs of large families and seniors. Mosaic Garden Affordable Housing Development will be providing housing to special needs populations, for transitional youth and families with mental health issues. The Integration of community-serving uses with housing, such as childcare, will also be provided in this project.

Minor Home Repair Program: The City has historically funded a Minor Home Repair Program for seniors, disabled persons, and lower income households. The Program was a direct grant to the homeowner for labor and materials for minor repairs to the property, including accessibility improvements. The City granted up to $3,500 per household and the program was available to multi-family residential properties as well as single-family residential. The program was discontinued in FY 2013-14.

Services for Special Needs Populations: Huntington Park supports a variety of services for special needs populations, both through the City's Parks and Recreation Department, and through support of public service providers. Some of these services include senior meals, HIV/AIDS outreach and testing, and family and emergency services. These services are described under Priority 6.0 – Community Services.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress Toward 5-year Goal
1. Support the provision of housing and services for special needs populations.	**Ongoing**	**On track**

Priority 4.1: <u>Provide for New Community Facilities and Improve the Quality of Existing Facilities to Serve Those of Low and Moderate Income</u>

Five-Year Objectives:

1. **Maximize the effectiveness of available CDBG funds for community facilities consistent with the urgency of the established need for facilities, the availability of other long-term funding for the facilities, and the provision of services at such facilities.**

Accomplishments for FY 2013-14

<u>Objective 1:</u>

Community Centers and Parks/Recreation Facilities: The City Parks and Recreation Department operates six public park facilities and four community centers that accommodate multi-purpose uses for both youth and senior populations. During the Consolidated Plan period, the Department has identified the following projects for which CDBG funds may be requested:

- Keller Park Playground Replacement
- Salt Lake Park Recreation Center Renovation Project
- Perez Park Splash Pad Construction Project
- General Park Improvements identified in the Parks and Recreation Master Plan

Additionally, the Public Works Department has listed these three priority projects for which CDBG funds may be requested:

- Salt Lake Park Playground and Sidewalk Replacement Project
- Salt Lake Park Skate Park Storm Drain Construction Project
- Salt Lake Park Parking Lot Resurfacing Project

In FY 2011-12, CDBG funds were used for two community facility projects. First, the Fitness Room Development Project, which replaced dilapidated exercise equipment with new ADA-accessible, fixed equipment at Salt Lake Park and Raul R. Perez Memorial Park. The renovated Salt Lake Park was completed and open to the public in January 2012; while the new Raul R. Perez Memorial Park Fitness Room was made available to the public on August 13, 2012.

Rehabilitated Fitness Center at Salt Lake Park

Rehabilitated Fitness Center at Raul R. Perez Park

Childcare Centers: Affordable, quality childcare is a significant need in Huntington Park. The City will be supportive of grant applications by outside agencies for development of child care facilities.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress Toward 5-year goal
1. Maximize the effectiveness of available CDBG funds for community facilities. Complete at least one park improvement project.	**No public facility projects funded in FY 2013-14**	**Met**

Priority 5.1: Provide for Needed Infrastructure Improvements in Low and Moderate Income Areas

Five-Year Objectives:

1. Maximize the effectiveness of available CDBG funds for infrastructure improvements.

Accomplishments for FY 2013-14

Objective 1:

Downtown Public Improvement Project: The City Council awarded CDBG funds to the Downtown Public Improvement Project beginning in FY 2012-13 and again in FY 2013-14 for a total of $76,000. Funds were allocated to act as a local match source for Phase I of the Downtown Public Improvement Project which consists of the design of street

improvements targeted at the downtown, Census Tract 5326.05, along Pacific Boulevard, and Randolph and Florence Streets. Preparation of design plans was completed in FY 2013-14, and approximately 30 percent of construction plans (Phase II) are complete as well. Plans are being developed by Primestor Development Inc. The City anticipates that Phase III of the Downtown Public Improvement Project - the construction of street improvements including lighting, sidewalk construction, crosswalks, and parkway landscape treatments – will be ready to start in the beginning of FY 2015-16, at which point additional CDBG funds will be infused into the project to complete it.

***Capital Improvements Plan*:** The City's Capital Improvements Plan (CIP) identifies infrastructure and public improvements to be undertaken in Huntington Park. The City has generally relied on a variety of other non-CDBG funding sources to pay for infrastructure improvements, and is actively addressing water, sewer, storm drain and street deficiencies through ongoing projects. Nonetheless, the City may direct CDBG funds towards infrastructure improvements in low and moderate income neighborhoods or in support of affordable housing as needed, and has assigned a medium priority to this need within the Consolidated Plan. During FY 2013-14, no CDBG funds were used in support of capital improvement projects.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress Toward 5-year Goal
1. Maximize the effectiveness of available CDBG funds for infrastructure improvements.	Design complete for Downtown Public Improvement Project	Met (Not identified as High Priority)

Priority 6.1: <u>Provide Needed Community Services to Those of Lower and Moderate Income</u>

Five-Year Objectives:

1. **Allocate 15% of annual CDBG entitlement towards community services.**
2. **Youth Services:**
   Serve 11,750 youth through the following programs:
   - **Parks and Recreation After School Program**
   - **Huntington Park Library Homework Center**
   - **Huntington Park Police Department Juveniles at Risk Program**
3. **Childcare Services:**
   Provide subsidized childcare to 500 children
4. **Community Beautification:**
   Serve all residents City-wide annually

5. **Health Services:**
   Provide health care to 2,500 people
   Serve 750 households with LBP education and prevention services
6. **Special Needs:**
   Provide meals to 425 seniors

Accomplishments for FY 2013-14

Objective 1:

In FY 2013-14, Huntington Park allocated $197,859 towards public services, representing the full 15% of its annual CDBG entitlement.

Objective 2:

***Dept. of Parks and Recreation - After School Program*:** This program is designed to deter gang membership, crime, vandalism, and drug usage through youth participation (ages 6-14) in a variety of programs sponsored by the City's Parks & Recreation Department. This program provides at-risk youth a safe location to go after school for wholesome programs, such as arts and crafts, games, sports, homework club, field trips and many other organized activities. Children have become more aware of good nutrition since the after school program implemented the state-funded snack program. The program is offered at Freedom Park, Perez Park, Robert Keller Park and the Huntington Park Community Center. During FY 2013-14, a total of 2,887 low and moderate income youth were served. Establishment of the program at the additional Community Center site has allowed for continued expansion of program activities.

County of LA Public Library – Homework Assistance Center Program: Through the efforts of the Huntington Park Library, 1st – 8th grade students from the community were able to receive guidance and encouragement in any subject area related to academics and personal growth during established and extended business hours. The library provided accessibility to its Homework Center, including five internet computers, and provided staff to assist with supervision of activities and homework assistance. The number of new enrollees at the Center was 123 students during the fiscal year.

Dept. of Parks and Recreation – Juveniles at Risk (JAR) Boot Camp Program: The JAR program consists of five components: a one-week "boot camp" for children ages 12-15; a 12-week parenting class program for parents of the children enrolled in the boot camp; Sunday mentorship classes with JAR students; home and school follow ups; and culmination of the program and graduation. A total of 40 youth participated in the program in FY 2013-14, and parents report less stress in the household due to the improved communication skills learned through the program.

Objective 3:

Southeast Rio Vista Family Y.M.C.A. – Kids Zone After School Program: In FY 2006-

07, the Y.M.C.A.'s Day Care and Preschool Program was redesigned from a full day, day care and preschool program, to a "Kids Zone After School Program" offered from 4:00 to 9:00. The program serves youth ages 4 through 14, and provides a variety of after school activities including homework assistance, recreational activities and health and physical education. The City did not allocate CDBG funds to the program in FY 2013-14.

Objective 4:

***Public Works - Graffiti Removal /Community Beautification*:** The City of Huntington Park has contracted with a private agency for the removal of graffiti, and targets public and private properties in low- to moderate-income neighborhoods. A graffiti hotline number has been established and residents of the community are reminded about a $500 reward if a vandal is caught and found guilty for his or her actions. The City's goal is to eliminate graffiti within 24 to 48 hours, and search and destroy all visible graffiti. The Community Beautification Program was housed within the Police Department up until April 2008 when the contract for graffiti removal services was transferred under the management of the Public Works Department. The program continues to be integrated with the Neighborhood Improvement Program. As an area-wide benefit, the graffiti removal program serves the City's population of 57,751 residents residing within low/mod census tracts and block groups.[2]

Objective 5:

In previous years, the City assisted in the provision of health services by funding the St. Francis Medical Center Foundations' Healthy Communities Initiative and, more recently, the L.A. Community Legal Centers' Southeast Healthy Homes Program. However with continued reductions in CDBG entitlement funds, the City has opted to use its public service allocation on services with a higher community need. Therefore, no CDBG funds were allocated for the provision of health services in FY 2013-14. The City continues to be committed to health services and continues to support the health initiatives of the Huntington Park Health and Education Commission in promoting smoke free initiatives and support community healthy active living programs that promote good health in the City,

Objective 6:

Steelworkers Oldtimers Foundation – Senior Nutrition Program: This program provides midday congregate meals at the Huntington Park Family Center, and home delivered meals to the frail elderly population. While a high community need continues to exist for this program, the City was unable to continue funding in FY 2013-14.

[2] 18 of the City's 19 census tracts are majority (>50%) low/mod income, with two block groups within census tract 5345.02 the only non-low/mod areas in the City. Subtracting the population in these two block groups (3,597) from the City's total population of 61,348, results in a balance of 57,751 low/mod area residents.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Allocate 15% of annual CDBG entitlement towards community services.	Allocated 15% to services	Met
2. Youth Services: Serve 11,750 youth with after school programs, homework center, and JAR program	2,110 youth	65%
3. Childcare Services: Provide subsidized childcare to 500 children	Program defunded	31%
4. Community Beautification: Serve all residents City-wide	Served 57,751 low/mod area residents	Met
5. Health Services: Provide health care to 2,500 people Serve 750 households with LBP education and prevention	Program defunded Program defunded	13% 11%
6. Special Needs: Provide meals to 425 seniors	Program defunded	85%

Priority 7.1: Improve the Business Climate for Existing Businesses and Attract new Businesses

Five-Year Objectives:

1. **Facilitate business expansion and economic development within Redevelopment Project Areas**
2. **Provide commercial rehabilitation grants and loans to 15 businesses**

Accomplishments for FY 2013-14

Objective 1:

Business Recruitment, Retention & Expansion Program: The primary function of this program was to promote economic development within Redevelopment Project areas, and was accomplished through the promotion of local job opportunities, the elimination of underutilized and deteriorating properties, and assisting in the revitalization of the business climate. Community Development activities under this program included establishment of

one or more development sites; land acquisition; assistance with on and off-site public improvements; loans to new and existing businesses; and other types of required assistance. Coupled with the dissolution of the Redevelopment Agency, the program did not receive CDBG funding in FY 2013-14.

Business Assistance and Economic Development Program—Department of Community Development: This program provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program is administered by LA Business Connect, a locally based entrepreneur and small business services company. LA Business Connect assisted a total of 78 businesses in FY 2013-14, 36 of which were existing businesses in Huntington Park, and 42 new businesses. Further accomplishments are listed below.

FY 2013-14 Business Assistance and Economic Development Program Accomplishments:

- Technical assistance provided to 78 businesses
- 38 businesses provided consulting and strategic planning assistance
- 66 businesses provided assistance with City licenses and permit planning
- 3 businesses provided access to capital
- 6 businesses provided assistance with business plan development

Clean Up of Contaminated Site (Site Remediation for the Alameda Corridor of Cars Project): In March 2005, the CDC purchased properties located at 5959 through 6169, 6011, 6161, and 6169 Alameda Street. The CDC's objective is to revitalize and redevelop the area with an auto center project which would include the expansion of the existing Alexander MINI Cooper Dealership and the development of additional auto dealerships. The site, also known as the Southland Steel site, is within the Amended Merged Redevelopment Project Area and is approximately 4.92 acres. The CDC expects that the proposed auto center project will stimulate economic growth, increase the City's tax base and create new jobs for the community.

Shortly before acquisition, the CDC performed environmental assessments which revealed that the site contained contamination. Before proceeding with plans to revitalize the site, the CDC must remediate the existing environmental conditions. Consequently, in December 2005, the CDC and the Department of Toxic Substances Control (DTSC) entered into a California Land Reuse and Revitalization Act (CLRRA) Agreement to facilitate the environmental assessment, clean-up and re-use of the Southland Steel site. The Agreement requires that the CDC prepare a Work Plan to implement characterization of the properties and support development of a Response Plan. The Commission retained an environmental advisor to prepare and oversee the implementation of the Work Plan. Staff and the Agency's environmental consultant are in the process on completing a

characterization plan, which will submitted for DTSC review and approval.

Furthermore, during FY 2009, the CDC received a $200,000 Clean-Up Grant from the Environmental Protection Agency to clean-up the property. The City will contribute twenty percent (20%) in CDBG funds as a match for the grant. The City completed the Site Characterization Report (SCR) and it was approved by the Department of Toxic Substance Control (DTSC) on July 21, 2011. However on July 21, 2011, the City postponed all activities related to the clean up due to the State's recent passage of AB X1 26 – the elimination of redevelopment agencies statewide. Because the site is owned by the City's redevelopment agency, the passage of this new legislation resulted in uncertainty and delays to the project schedule. The City decided to continue with remediation activities and has received funding in an amount of $1,000,000 from the Department of Toxic Substances Control to help leverage costs associated with the clean-up. Upon completion of clean up the property will be sold to a local auto dealership.

The following accomplishments were achieved using alternative sources of funding:

- ***Festival El Centro Retail Development Project:*** The City is assisting with the development of El Centro de Huntington Park, a major new retail shopping center project located on approximately 15 acres at the southeast corner of Slauson Avenue and Alameda Street. This project will help achieve several of the City's economic development goals. The project will replace a blighted area characterized by contaminated brownfields, mixed and incompatible land uses, insufficient lot sizes, lack of off-street parking, and dilapidated structures with a cohesive retail development at a prime intersection in the City. The project will also create new jobs and new revenues to the City.

  During 2008 the CDC completed environmental assessments for the fifteen acre site. A portion of the site was revitalized with a development of a 13,000 square foot commercial retail/restaurant building at the south east corner of Slauson Avenue and Alameda Street. The developer has negotiated a lease agreement with a Subway Restaurant, and is continuing these efforts for other potential commercial, retail, and restaurant tenants. The City and the developer continue to market the remaining 13 acres for potential development of a commercial retail project.

- ***Downtown Public Improvement Project***: During the 2009-10 fiscal year, the City was successful at receiving a $2.67 million MTA grant award for the Pacific Boulevard Pedestrian Improvement project. The City's application was ranked 4th among 61 projects submitted in this category. The City will contribute a minimum of 30%, or approximately $1,224,874, towards this project as a match. These funds will help beautify Pacific Boulevard in the City's downtown area. Specifically, funds will be utilized for pedestrian enhancements such as street trees, and other landscape, lighting and hardscape amenities. During fiscal years 2012-13 and 2013-14, the City allocated a total of $76,000 for the design and construction plans of the project. The MTA grant was made available in FY 2013-14 and the City anticipates breaking ground on the project by the beginning of FY 2015-16.

Additional CDBG funds will be infused into the project at that time.

Objective 2:

Commercial Rehabilitation Grant Program: This program is funded through the City's Community Development Block Grant (CDBG) and is designed as an economic development tool to encourage economic growth and job creation. Up to $50,000 in rehabilitation assistance is made available to eligible commercial property owners for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. This program must comply with the Davis-Bacon Act (prevailing wage) and other federal requirements.

To maximize the visual impact of the Downtown, staff solicited property owners within a target area of Pacific Boulevard between Florence Avenue and Gage Avenue. While the City did not fund any new Commercial Rehabilitation loan's in FY 2013-14, it did allocate $262,000 to the program pursuant to Substantial Amendment No. One to the FY 2013-14 Annual Action Plan in June 2014. Funds have been carried over to FY 2014-15.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Facilitate business expansion and economic development within Redevelopment Project Areas	**Provided Assistance to 78 Businesses**	**Met**
2. Provide commercial rehabilitation grants and loans to 15 businesses	**0 grants funded**	**40%**

Priority 8.1: Provide for Necessary Planning Activities to Develop both Housing and Community Development Plans to Address Anticipated Need

Five-Year Objectives:

1. Continue to conduct planning relevant to the CDBG and HOME Program

Objective 1:

Consolidated Plan: The City will annually review its Consolidated Plan, and update the Action Plan and other components as necessary. The City has entered into a professional services agreement with a housing consultant for administration of the CDBG and HOME programs for the City. As part of this agreement, the consultant maintains responsibility for preparation of the Consolidated Plan, Action Plans, CAPERs, and all other requirements of

HUD programs.

Fair Housing and Tenant/Landlord Mediation Services: Huntington Park contracts with the Fair Housing Foundation (FHF) to provide fair housing services for its residents. A variety of services are provided, including investigation of allegations or complaints regarding unfair housing practices, conducting community outreach and education, fair housing audits and testing, and providing counseling or referrals to other agencies when individuals may have been victims of discrimination. The FHF works with real estate agents, lenders, landlords, home-seekers and tenants to reduce incidents of discrimination against people because of race, color, religion, age, ancestry, sex, sexual orientation, familial status, national origin or physical or mental disability. In addition to fair housing issues, FHF provides counseling, information, referral and conciliation services to tenants and landlords seeking assistance with general housing issues and concerns. A total of 312 persons were assisted in FY 2013-14.

Central Business District Specific Plan: The City utilized a combination of CDBG economic development funds and an Economic Development Initiative grant to fund preparation of the Central Business District Specific Plan (CBD). The City desires the CBD to have more amenities, enhanced architecture/aesthetics, more compatible/complementary land uses, guidelines for display of merchandise, and an overall improved identity. The Plan was adopted in August 2008 and includes recommendations for development standards and design guidelines to promote retail, mixed use and office land uses; enhanced pedestrian amenities; traffic calming strategies; and creation of an identifiable sense of place.

Progress Towards Five-Year Goals

5-Year Objective	Accomplishments in 2013-14	Cumulative Progress toward 5-year goal
1. Continue to conduct planning relevant to the CDBG and HOME Program:		
Annually review Consolidated Plan	**Ongoing**	**Met**
Provide tenant/landlord services to 1,500 residents	**312 people assisted**	**72%**
Implement Downtown Specific Plan	**Ongoing**	**Met**

C. AFFIRMATIVELY FURTHERING FAIR HOUSING

In an effort to affirmatively further fair housing, the City entered into a contract with the Fair Housing Foundation (FHF) to provide comprehensive f*air housing services.* These services included: (1) Discrimination Counseling, Complaint Intake, and Investigation, (2) General Housing (Landlord/Tenant) Counseling and Resolutions, (3) Enforcement and Impact Litigation, (4) Education and Outreach. The FHF provided these services citywide at no cost to tenants/property owners/landlords and other housing advocates. Additionally, the FHF placed emphasis on the implementation of the following key components to

furthering fair housing:

- Innovative and effective enforcement programs to eliminate housing discrimination
- In-depth testing and investigation of complaints alleging housing discrimination
- Audits of housing practices based on areas of concern uncovered through counseling and testing
- Intensified education and outreach services targeting areas of concern
- Workshops and presentations designed to educate the public on fair housing laws and issues
- General housing counseling and other appropriate referral services
- Tester and other volunteer training
- Promoting media interest in eliminating housing violations

Fair Housing Foundation Program Overview

The Fair Housing Foundation received 312 landlord/ tenant calls during the reporting period, reflecting a slight increase in the number of calls in Huntington Park since last year, but still lower from a decade ago (2002-03: 382 calls; 2003-04: 360 calls; 2004-05: 306 calls; 2005-06: 271 calls; 2006-07: 259 calls; 2007-08: 204 calls; 2008-09: 263 calls; 2009-10: 303 calls; 2010-11: 233 calls; 2011-12: 245; 2012-13: 296). The FHF counseled landlords and tenants on their rights and responsibilities and counseled each client initially to determine that no fair housing violations had occurred. The clients then received thorough information on the resolutions and resources available for their specific concerns.

In addition to having provided direct counseling and resolution services, the FHF provided Unlawful Detainer assistance. The FHF staff members are certified as mediators and are qualified to provide these services.

The FHF resolved general housing inquiries through a variety of methods:

> Counsel and Resolve: Over eighty percent of all landlord tenant calls were resolved without referrals. Many client issues were resolved by counseling clients and informing them of the law, civil codes and remedies available. Many clients call regarding rent increases. In these cases, the FHF ensured that the owner/manager was following the law by serving either 30 or 60 day notices, informing the client that the City does not restrict rent increases nor places restrictions on them, and providing them with alternatives such as moving or possibly entering negotiations with the property owner/manager. In cases where the property owner/manager was the client, the FHF provided them with the proper procedures to follow for requesting the rent increases. If an owner needed to know the process for evictions, the FHF informed them of the proper procedures to follow, and provided the required forms. Many clients reported habitability issues. In these cases, the FHF provided the client with the remedies available, which included the “repair and deduct” and “rent withholding” methods for getting their repairs made to their units.

Unlawful Detainer Assistance: Clients receiving Unlawful Detainers were able to contact the FHF to receive assistance with completing their paperwork. Although FHF staff does not represent the client in court, FHF staff will attend the Unlawful Detainer hearing and speak as a witness when requested.

Mediations: FHF used mediations to resolve numerous disputes. In mediation, FHF staff acted as a neutral third party to facilitate dispute resolution between two disagreeing parties. In order to mediate, it was required that both parties agree to mediate and enter into good faith resolution agreements.

Referrals: Many clients contacted FHF with problems not related to fair housing or general housing issues, or they required services (such as on-site health department reviews) not provided by FHF. In these cases, the FHF provided referrals to other resources for assistance. The FHF also maintained an extensive referral list sorted by jurisdiction or service type as a reference to the diversity of callers or walk-in clients who request assistance. The referrals lists included City and County housing departments, building and safety departments, health and sanitation departments, police departments, the County Assessor's office, and city council members' offices. Many landlord/tenant calls were directed to the County and State Departments of Consumer Affairs, or legal aid offices, bar associations, tenant advocacy groups, apartment owner associations, civil rights organizations, housing authority, or other resources.

Fair Housing Inquiries and Cases

During FY 2013-14, the Fair Housing Foundation counseled 19 individuals regarding fair housing and as a result opened eight bondafide fair housing cases. Three of the fair housing inquiries involved alleged discrimination based on physical disability, two were based on familial status, and one each of mental disability, race, and sexual orientation. Of the eight fair housing cases, four sustained allegations, and the other four lacked sufficient evidence. One of the ways the FHF addressed the incidence of potential housing discrimination based on disability was by conducting rental audits to assess differential treatment, described below.

Random Audits to Identify Potential Discrimination

Audits are random investigations without a bonafide complaint. Audits serve as an educational tool to reveal potential discrimination for specific protected classes in predominately underrepresented areas. In addition, audits are performed to meet the output requirement for bonafide cases if actual bonafide cases were not received.

There were no provisions for educational audits and the Fair Housing Foundation exceeded the output requirement for bonafide cases.

Outreach and Education Services

The Fair Housing Foundation provides a comprehensive, extensive, and viable education and outreach program. The purpose of this service is to educate tenants, landlords, owners, Realtors, and property management companies on fair housing laws; to promote

media and consumer interest; and to secure grass root's involvement within the communities. In addition, FHF specifically targets outreach to persons and protected classes that are most likely to encounter housing discrimination.

FHF targets its education and outreach activities within the City limits to include:

- Increased public awareness;
- Training sessions to consumers including Tenant Workshops, Booths, and Presentations; and
- Training sessions to housing providers including Landlord Workshops, Certificate Management Trainings, and Realtor Trainings

In FY 2013-14, the FHF conducted the following Outreach and Education:

- Conducted 2 booths at events in Huntington Park with an attendance of 446 residents
- Distributed over 4,336 pieces of FHF literature
- Conducted 2 management trainings
- Held 2 Community Presentations and 3 agency and community meetings
- Distributed 2 fair housing newsletters, made 4 press releases in the Los Angeles Times, the Long Beach Press Telegram, the Orange County Register, the Los Angeles Sentinel, and the Los Angeles Times Magazine, produced 97 PSAs for radio, and paid for 4 advertisements.
- Maintained a fair housing website, and received over 17,574 website hits County-wide
- Conducted 26 staff and tester trainings
- Held 4 workshops in Huntington Park for the community and housing industry
- Made one presentation to City Council
- Organized an annual Fair Housing poster contest in the schools, and hosted an annual fair housing reception

Analysis of Impediments to Fair Housing Choice

In 2006 and 2007, the City of Huntington Park undertook a process to prepare a comprehensive update to the City's Analysis of Impediments to Fair Housing Choice (AI). A consultation workshop was conducted with organizations involved with housing issues in Huntington Park to discuss potential impediments to fair housing, and to brainstorm

potential strategies for the City and its community partners to address. Attendees included the Fair Housing Council, affordable housing providers, lenders, property managers, homeless shelter providers, and groups representing special needs populations. The AI was completed and adopted by City Council in April 2007.

In an effort to address specific findings identified in the City's 2007 AI, the City in collaboration with the Fair Housing Foundation, lending institutions, the real estate association, and other service agencies have begun to undertake the following strategies:

Education and Outreach Activities

- In partnership with the FHF, continue multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distribute multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.

- Coordinate FHF presentations in Huntington Park with the Community Development Department and the City's Neighborhood Improvement Coordinator to maximize the effectiveness and attendance at these meetings.

- Identify violations of housing discrimination as it pertains to families with children, educate property managers/owners of their obligations under the fair housing laws, and develop a citywide promotional campaign. The FHF will implement the following specific actions:
    - ✓ Conduct on-site surveys of ten rental properties to obtain information on barriers and violations as it pertains to families with children
    - ✓ Prepare written findings and action strategy
    - ✓ Develop topic specific literature on familial status discrimination and owner responsibilities. Obtain list of all rental property owners and distribute along with flyers announcing free Landlord Workshops and Certificate Management Trainings.
    - ✓ Develop promotional campaign focused on familial status discrimination.

- Identify rental properties advertising in Spanish only, inform property owners of their obligations to promote housing to all populations, and develop a topic specific promotional campaign. The FHF will implement the following specific actions:
    - ✓ Review Spanish and English-language newspapers to determine if the same rental advertisements are being published in both Spanish and English.
    - ✓ Scout neighborhoods and local businesses for rental vacancy signs in Spanish only.
    - ✓ Prepare written findings and action strategy.
    - ✓ Develop topic specific literature and promotional campaign on advertising guidelines and responsibilities that promote equal housing opportunities. Develop promotional campaign focused on advertising guidelines and responsibilities.

- Coordinate with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Direct local realtors to RSAR's monthly courses aimed at assisting realtors in better serving the minority community.

- Continue open representation on Huntington Park's Commissions which address housing and related community development issues for residents to voice their concerns. These bodies include: Planning Commission; Parks and Recreation Commission; Health and Education Commission; Arts and Culture Commission; Youth Commission; and Historic Preservation Commission.

Enforcement Activities

- Continue to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that cannot be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.

- Continue to review FHF quarterly discrimination reports to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.

- Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the City's Community Development Department and the FHF.

- Expand the Fair Housing Foundation's services to include collection of national origin data on both discrimination and general housing clients to determine whether discriminatory housing practices are occurring specifically based on national origin. *(FHF now collects national origin data).* Analyze the results of this data, and develop recommendations for further action as warranted.

- Coordinate review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.

Monitoring Lending, Housing Providers, and Local Real Estate Practices

- In cooperation with FHF, monitor the reasons for denial of home purchase, refinancing and home improvement loans. Contact local lenders in Huntington Park to provide additional education and outreach on the loan approval process, how to improve credit ratings, and available favorable home purchase tools. Assist lenders in marketing financial literacy programs at City Hall.

- Contact local lenders to request they direct applicants ineligible for privately financed

home improvement loans to the City's rehabilitation loan program.

- Urge lending institutions to adopt fair housing guidelines that ensure, among other items, that those who are eligible to receive a prime loan based on their credit rating do so.

- Work through the Fair Housing Foundation to establish a "no Tolerance of Predatory Lending" educational campaign to warn against predatory lending practices. This campaign should provide suggestions to help homeowners avoid getting trapped into a predatory loan and provide information about how to look for the right loan.

- Request the Fair Housing Foundation contact *The Press* newspaper regarding inclusion of the Equal Housing Opportunity logo and/or a fair housing statement within the classified section of the *Huntington Park Bulletin* as recommended by state and federal regulations.

- Continue to include non-discriminatory and fair housing language in all City and Redevelopment Agency affordable housing contracts and agreements. Monitor property management firms of HOME and Agency-assisted projects for adherence with affirmative marketing actions and compliance with regulations in the advertisement of available units.

Investigative Testing and Auditing Local Real Estate Markets

- Continue to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability. To the extent such audits reveal significant discrimination, widely publicize the results to serve as a deterrent to other property owners and landlords.

Land Use Policies to Affirmatively Further Fair Housing

- Amend the second unit ordinance consistent with AB 1866 to eliminate the Conditional Use Permit requirement and reduce parking to one space per unit. *(Completed in 2009)*

- Amend the City's Density Bonus/Affordable Housing Ordinance to reflect recent changes in State density bonus law. (*Completed in 2009*)

- Ensure that CUP conditions placed on community care facilities with seven or more occupants, transitional housing and emergency shelters are focused on neighborhood compatibility and ensuring proper management and licensing, and do not act to constrain the provision of such facilities. *(In 2009, the City amended the Zoning Code to eliminate the CUP requirement for transitional and supportive housing within residential zones, and to eliminate the CUP requirement for emergency shelters within the MPD zone).*

Increasing Geographic Choice in Housing

- Continue to facilitate the provision of affordable housing throughout the community through City assistance and site assembly, combined with various zoning incentives. Provide affordable and accessible housing to special needs populations, including the disabled, seniors and large family households.

- Continue to implement a neighborhood improvement program, code enforcement program, and residential rehabilitation program as key tools to sustaining neighborhoods.

D. AFFORDABLE HOUSING ACTIONS

Summary of Progress in Providing Affordable Housing

Huntington Park has taken proactive measures to maintain, provide and create new avenues for affordable housing for low and moderate income renters and owners. During FY 2013-14, the City continued to administer programs targeted at reducing over-crowdedness, addressing substandard housing conditions, and increasing the supply of affordable housing.

In FY 2013-14, the City completed a 24 units of affordable housing at 6337 Middleton Street (Mosaic Gardens) and administered a Tenant Based Rental Assistance Program benefitting 82 senor households.

Huntington Park's annual housing goals which fulfill Section 215 affordable housing requirements are presented in Exhibit 3 (Table 3B – Annual Housing Completion Goals) at the end of this report.

Pursuant to Section 215, HUD defines a rental unit as an affordable housing unit if it is occupied by an extremely low, low or moderate income tenant and bears a rent eligible under HOME regulations. At least 20% of units in projects with 5 or more restricted units must have Low HOME rents, with the balance of restricted units subject to High HOME rents.

Section 215 defines ownership housing as affordable if it is purchased by an extremely low, low or moderate income homebuyer, and has a sales price that does not exceed the mortgage limits for the type of single family housing for the area under 203(b) limits and carries either resale or recapture provisions. Housing that is rehabilitated and owned by a family when assistance is provided qualifies as affordable if it is occupied by an extremely low, low or moderate income family, and has an after-rehabilitation value that does not exceed the 203(b) mortgage limits.

Efforts to Address "Worst Case"

The City continues to respond to "worst case" housing needs, defined by HUD as low-income (<50% MFI) renter households who spend more than half of their income on housing costs, live in seriously inadequate housing, or both. The Census indicates that overpayment continues to be a critical factor that negatively impacts low income households, particularly in high cost areas like metropolitan Los Angeles. It is defined that a household is experiencing a "housing cost burden" if it is paying more than 30 percent of its income on housing, and a "severe cost burden" if it is spending greater than 50 percent of income on housing.

The table below shows the incidence of overpayment in Huntington Park based on the most recent data available from the census (2000). As indicated, nearly half of all the City's renters experienced a cost burden of at least 30 percent, with 22 percent of renters experiencing a severe cost burden of at least 50 percent. Among low income renters (< 50% MFI), 47 percent were spending over half their incomes on housing, considered a "worst case" housing need.

Overpayment	Households	Percent
Owners		
>30% Income on Housing Costs	1,613	46%
Renters		
>30% Income on Housing Costs	4,896	47%
>50% Income on Housing Costs	2,284	22%
Low Income (<50% MFI)	(2,083)	(47%)

Source: U.S. Census, 2000.
Note: >50% Household Income is a subset of >30% Household Income

To address its worst case housing needs related to housing overpayment, the City supported its local Community Housing Development Organization (CHDO) during FY 2013-14 to continue the acquisition and rehabilitation of rental properties and provide units at affordable rents. Acquisition and rehabilitation activities just completed include 24 units at 6337 Middleton Street, and currently underway include 6700-6702/6614 Middleton Street and 6303 Marconi Street projects will contribute another 12 units to the total units available to lower income family households. Participation in HUDs Housing Choice Voucher Program also addresses lower income housing overpayment, with 432 Huntington Park households receiving assistance (August 2011).

To address habitability issues, the City continued to provide rehabilitation assistance to owners to remediate substandard housing conditions, and utilized its Code Enforcement Program to remove code deficiencies from residential properties.

The City or its CHDO did not carry out activities during Fiscal Year 2013-14 which resulted in the displacement of households. The City is aware of and follows appropriate displacement and relocation procedures when applicable.

Although disabled housing needs were not identified as a high priority in the 5-Year Consolidated Plan, the City recognized the importance of attempting to address their needs. The City has historically allocated a substantial amount of grant funds towards the Minor Home Repair Program, though this was discontinued in FY 2013-14 for lack of staff to implement the program coupled with the desire to use CDBG funds on public infrastructure and economic development activities. Through its Affordable Housing Development Program, the City also accommodates the disabled population through improvements to make rental housing more accessible. And lastly, several outside agencies such as the Salvation Army, Southeast Churches Service Center, and the Oldtimers Foundation each provide much needed public services to the elderly, disabled and persons at risk of becoming homeless.

Huntington Park Affordable Housing Strategy

In mid-2009, the Community Development Commission (CDC) of the City of Huntington Park retained a consultant to assist in the development of an Affordable Housing Strategy. The purpose of the Strategy is to develop a five-year guide for the implementation of affordable housing programs and projects which will maximize financial resources and effectively address Huntington Park's housing needs and priorities.

Development of the Housing Strategy involved the following steps:

- Review of existing and projected housing needs
- Evaluation of constraints, including Redevelopment housing obligations
- Evaluation of existing and potential financial, land and regulatory resources
- Evaluation of a potential inclusionary housing ordinance
- Recommendation of Affordable Housing Priorities
- Recommendation of implementation programs and projects

City Council approved formation of an Affordable Housing Stakeholders Committee to work with the consultant and City staff in developing the Strategy. The fifteen member Committee included a broad cross-section of community stakeholders, including:

- ✓ Residential developers (for profit and non-profit)
- ✓ Housing and social service providers
- ✓ Property managers
- ✓ City Council representatives
- ✓ City Commission representatives (Planning, Historic Preservation, Health and Education)

The Affordable Housing Stakeholders Committee met three times from November 2009 through January 2010. The Committee was provided with extensive background

information, and combined with each member's unique expertise and perspective, provided a solid foundation for their input on Huntington Park's housing needs, current funding challenges, potential future opportunities, and recommended funding priorities. The Committee's recommendations form the basis of the draft Affordable Housing Strategy. A public hearing on the draft Strategy was conducted before the Planning Commission in June 2011.

The Affordable Housing Strategy establishes the following guiding principles for housing assistance:

1. Emphasize housing activities which **sustain and strengthen neighborhoods.** Stabilize the existing housing stock through:
    - Neighborhood improvement activities
    - Code enforcement
    - Affordable housing via acquisition/rehabilitation
    - Residential rehabilitation
    - Lead based paint abatement

2. Expand **neighborhood improvement activities** and fund rehabilitation of deteriorated rental housing via increased CDBG funding. Establish a self-funded Systemic Rental Property Inspection program to free up CDBG funds and complement neighborhood enhancement activities.

3. **Target housing funds** for acquisition/rehabilitation and neighborhood improvement activities in neighborhoods most in need, such as Bissel, Malabar, and Middleton.

4. Incorporate a **strong community education** component within the Neighborhood Improvement Strategy to ensure rental property owners and tenants understand their respective rights and responsibilities. Coordinate education with the Fair Housing Foundation and Lead Based Paint Program community outreach activities.

5. Identify mechanisms to **mitigate the displacement impacts** to tenants of enhanced code enforcement.

6. Pursue **acquisition of foreclosed condominiums** for sale to low and moderate income homebuyers, combined with rehabilitation assistance to ensure housing quality.

7. Encourage **housing suitable for large families** in all programs.
    - Prioritize funding for housing with three or more bedrooms.
    - Ensure sufficient unit square footage for families in both for-sale and rental housing.
    - Pursue reconfiguration of rental housing in conjunction with acquisition/rehabilitation to increase the number of bedrooms in units.
    - Promote funding availability for bedroom additions as part of Huntington Park's rehabilitation loan program.

8. Balance funding assistance between **affordable ownership and rental** housing. Support housing developments that offer a **mix of income** levels.

9. Encourage **deeper affordability** in rental housing projects receiving City funds/ incentives.

10. **Pursue leverage** of City assistance in new construction and acquisition/rehabilitation projects, emphasizing deeper affordability and housing suitable for large families.

11. Pursue funding sources **unrestricted as to immigration status** to better serve Huntington Park's population.

12. Adopt a 15% low and moderate income **inclusionary housing requirement** for all ownership housing projects of 8+ units, and rental housing receiving City assistance. Structure the City's inclusionary housing ordinance to offer incentives to offset the cost of providing affordable units.

13. **Establish local preferences** for housing programs for persons who live in Huntington Park, and secondarily for persons who work in Huntington Park, within the parameters of State and Federal housing laws.

14. **Create community** in conjunction with housing by encouraging family resource centers/ support services to be provided in conjunction with housing.

E. CONTINUUM OF CARE

Actions to Plan/Implement Continuum of Care

The Continuum of Care model addresses the following issues as it relates to Huntington Park:

- Actions to prevent homelessness
- Actions to address emergency shelter and transitional housing needs
- Actions to preserve and maintain existing affordable housing

In May 2009, the City received $656,002 in Homelessness Prevention and Rapid Re-Housing Funds through the American Recovery and Reinvestment Act of 2009 (HPRP). As authorized, the intent of the HPRP is to extend homelessness prevention assistance to households who would become homeless but for assistance, in part because of the economic crisis, as well as to provide assistance to rapidly re-house persons who have become homeless.

During FY 2010-11 the City negotiated a partnership between the Los Angeles Homeless Services Authority (LAHSA) and Volunteers of America Greater Los Angeles (VOALA), a nonprofit organization in Greater Los Angeles that provides a diverse range of human

services to the community. VOALA was charged with the task of targeting individuals and families currently housed in the City who are at risk of becoming homeless and those who are already experiencing homelessness. LAHSA, to whom HPRP funds were directly subgranted to, was responsible for the administration of HPRP funds and Data Collection and Evaluation. The HPRP program included financial assistance, housing relocation and stabilization, and rapid re-housing services.

VOALA's case managers worked diligently to carefully assess and evaluate each client to meet their unique needs of keeping them housed; this included clients who were homeless and needed to be re-housed. The services provided included but were not limited to receiving rental subsidies; monetary assistance to pay back-due rent and/or utilities; motel vouchers; security deposits; emergency eviction assistance; and supportive services such as referring them to receive employment services, food and clothing, public benefits, and financial planning. To meet the needs of the community and the population at hand, VOALA did a great amount of outreach to ensure that HPRP services were well known throughout Huntington Park and the surrounding communities. Some continuous outreach activities included: attending community resource and health fairs, doing presentations about HPRP services at local community/faith based organizations as well as elementary, middle and high schools. Local businesses were informed of the services and very importantly, case managers targeted and informed property management companies as well as several property owners in the surrounding areas. By FY 2012-13, all funds had been expended and no more activity took place.

In the past, Huntington Park also received approximately $75,000 in annual Emergency Shelter Grant (ESG) funds which it used to support the local Salvation Army/Southeast Community Corps in the provision of homeless services. However, the City no longer receives ESG funding. To address this gap in services, the City has shifted a portion of its CDBG public service funds towards homeless service providers. In addition, the City has strengthened its linkage with the Los Angeles Homeless Services Authority (LAHSA) to ensure that an adequate level of service is being provided to the City's homeless and to those-at-risk of becoming homeless. The City continues to attend meetings sponsored by LAHSA and continues to link homeless families and individuals and those-at-risk of becoming homeless with the appropriate services including those provided by the local Salvation Army, Southeast Churches Service Center, Bell Shelter, and other local agencies. The City understands that homelessness is caused by a variety of factors and that only through coordination of services and resources can the City be better positioned to address the issue. The City will continue to seek partnership and funding opportunities, such as receiving future ESG funding if eligible, to address continuum of care needs.

Actions to Prevent Homelessness

Under the Homelessness Prevention and Rapid Re-Housing Program, the Volunteers of America Greater Los Angeles (VOALA) targeted individuals and families housed in the City of Huntington Park who were at risk of becoming homeless and were in need of temporary financial assistance and/or services to prevent homelessness. Additionally, they targeted individuals and households experiencing homelessness in the City (residing in emergency or transitional shelters or on the street) who are in need of temporary financial assistance

and/or services to obtain housing. No HPRP services were provided in FY 2013-14 as the entire grant was expended in FY 2011-12.

Additionally, through their office in Huntington Park, the Salvation Army/Southeast Communities Corps provides the following emergency services: daily meals; emergency food boxes for families; monthly food bags for seniors; showers; clothing; furniture; bus tokens; emergency motel vouchers; utility assistance, and referrals to outside agencies.

Also, the City provided CDBG funding support to the Southeast Churches Service Center (SCSC). The SCSC Emergency Food Program provides emergency "brown bag" groceries to families in need, and served 2,887 unduplicated persons during FY 2013-14. The Center also provides bus tokens and taxi vouchers to link clients with other service agencies.

The City contracts with the Fair Housing Foundation (FHF) to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. By mediating disputes between tenants and landlords, FHF helps to minimize evictions and unjust rent increases.

Lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City coordinates with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless. Approximately 430 low income households in Huntington Park currently receive assistance.

Actions to Address Emergency Shelter and Transitional Housing Needs

- The Volunteers of American Greater Los Angeles (VOALA) assists persons and households with the following emergency shelter and transitional housing needs: rapid re-housing assistance (moving assistance); housing subsidies (rental subsidies); eviction prevention services (monetary assistance to pay back-due rent and/or utilities); transition age youth assistance; and housing relocation assistance (one-time relocation subsidy, moving assistance, security/utility deposits). The objective of this program was to increase the number of individuals and families prevented from becoming homeless – either by staying in their own homes or moving into permanent housing.

- While no emergency shelters are located in Huntington Park, a 350-bed regional shelter is located in the adjacent City of Bell. The Bell Shelter is operated by the Salvation Army, and offers overnight accommodations and a continuum of other services, including food, showers, laundry, mental health services, alcohol and drug treatment, job search services, adult education classes, and medical services.

- The City has amended its Zoning Code to allow transitional and supportive housing by right in residential zones, and emergency shelters by right within the MPD zone.

- The Salvation Army/Southeast Services Corps and the Southeast Churches Service Center serves as a referral agency for shelters in the area. They also provides bus tokens to assist in transportation to the shelters, as well as motel vouchers.

Actions to Preserve and Maintain Existing Affordable Housing

This section of the Continuum of Care has been outlined in the earlier section of the CAPER on priority housing needs. The identified priorities areas are as follows: Priority 1.1: Address neighborhood conditions and overcrowded housing; Priority 1.2: Expand the supply of affordable housing; Priority 1.3: Preserve existing affordable housing.

Examples of programs provided under these priorities include:

- Affordable housing development
- Section 8 rental assistance
- Preservation of existing assisted housing
- Residential rehabilitation program
- Code enforcement program

F. OTHER ACTIONS

Obstacles to Serving Underserved Needs

The lack of affordable housing negatively impacts many households in Huntington Park. Additionally, the scarcity of resources results in "underserved" needs. The City has to date entered into five Affordable Housing Agreements with Oldtimers Housing Development Corporation for the acquisition, rehabilitation and management of six rental properties totaling 36 units. The funds spent on acquisition, rehabilitation, and relocation total approximately $10.65 million, which includes $5.17 million in HOME funds, $4.18 million in low-mod set-aside, and $1.29 million in private financing. The City also entered into an Affordable Housing Agreement with LINC CDC to redevelop a 55-room motel into a 24-unit affordable housing project. The agreement committed $1.5 million in HOME funds, and the developer will secure over $8 million in other funding sources for the project.

Foster and Maintain Affordable Housing

One of the priorities of the City is to preserve the existing affordable housing stock through rehabilitation, and increase the supply of affordable housing through homebuyer assistance and new construction. The City has been working to eliminate barriers to affordable housing by its continued participation in Homebuyer Programs. Also, as discussed above, the City has entered into Affordable Housing Agreements for acquisition and rehabilitation of six rental properties. The Affordable Housing Agreements were facilitated via the framework of a CHDO Reservation Agreement between the City's Community Development Commission and the Oldtimers Housing Development Corporation-IV whereby $5.70 million was set aside specifically for the fostering and maintenance of

affordable housing. The City also entered into an Affordable Housing Agreement with LINC CDC to redevelop a 55-room motel into a 24-unit affordable housing project. The agreement committed $1.5 million in HOME funds, and the developer will secure over $8 million in other funding sources for the project. Lastly, the City began funding a Tenant Based Rental Assistance program in FY 2013-14 which currently has 82 senior households enrolled in the program. The program was funded $530,000 the first year, and will continue to be funded in FY 2014-15 with the anticipation of increasing the number of households receiving assistance.

Overcome Gaps in the Institutional Structure

During the year, the Community Development Department was responsible for administering the City's housing programs, managing the allocations of CDBG and HOME funds, and building and planning. The Department of Parks and Recreation administered the CDBG funded After School Program and the Fitness Center public facility project at Salt Lake Park and Raul R. Perez Park; the Police Department administered the Code Enforcement Program, the Neighborhood Improvement Program, and the Juveniles at Risk program; and the Public Works Department managed the Community Beautification/Graffiti Removal Program.

Through the City's Inter-departmental Team, comprised of staff from Community Development, Code Enforcement, Public Works, Parks and Recreation, Building and Safety, and Police Departments, the City is working closer with residents and property owners to improve the City's physical appearance, promote neighborhood improvement programs/projects, work with and develop self-sustaining neighborhood associations (neighborhood/resident groups), and educate community residents, property owners, and businesses of City codes, processes, and services.

In response to a HUD Monitoring visit and HUD Single Audit conducted during past fiscal years, the City has undertaken numerous actions to improve administration of the CDBG and HOME program. These include:

- Contracting out partial administration of the HUD program to a consulting firm with experienced staff members assigned to the project.
- Establishment of protocols for file management and record retention, monitoring HOME rental projects, monitoring community service subrecipients, and CHDO certification and recertification procedures.
- Establishment of Affirmative Marketing and Minority Outreach Plan, and Layering Review Guidelines.
- Establishment of processes to conduct eligibility reviews, report on accomplishments, and track performance of both City and public service agency programs.

In addition, the City hired a consultant who developed new program guidelines for the Residential Rehabilitation Program. The guidelines were adopted by City Council to enhance program effectiveness which include: increasing the maximum loan amount from

$25,000 to $50,000; providing funds as a grant (for lead hazard abatement) and zero interest deferred loan; and preparation and dissemination of bilingual program marketing materials.

Lastly, the City has executed with its Community Housing Development Organization (CHDO), the Oldtimers Housing Development Corporation – IV, a CHDO Operating Expense Agreement. Under this Agreement the CHDO was able to process an Organizational and Professional Services Agreement with a consultant hired to help the CHDO build capacity in implementing affordable housing projects. Key components of the consultant contract include staff training, improving the organizational structure, reviewing and recommending revisions to the CHDO's key documents (e.g. articles of incorporation, bylaws, etc,), and enhancing internal management and fiscal policies and procedures. The City's goal is to equip the CHDO with the necessary tools and knowledge to carry out the City's vision of revitalizing low and moderate neighborhoods in Huntington Park.

Public Housing and Residential Initiatives

Although there is no public housing in Huntington Park, the City maintained contractual arrangements with the Los Angeles County Housing Authority for the provision of Section 8 vouchers and certificates to Huntington Park residents.

Lead-Based Paint Hazard

Huntington Park as one of the ten cities in the County where children where at highest risk of lead poisoning. In January of 2010, the Office of Healthy Homes and Lead Hazard Control awarded the City $1,570,000 in grant funds to develop and implement its first Lead-Based Paint Hazard Control (LBPHC) Program over a three year period.

The LBPHC grant program assists local governments to identify and control lead-based paint hazards in privately-owned rental or owner-occupied housing. The program requires the City to identify and remediate lead hazards in residential units occupied by low-and very-low income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management.

The LBPHC program was managed by the City's Community Development (CD) Department. The grant award also included $70,000 in "Healthy Homes" funds to provide outreach to the community through healthy homes education, assessments and interventions. Under the original grant application, the goal was to complete a total of 90 units. Midway through the program this goal increased to 105 units when the grant was amended on August 4, 2011, to replace the Program Manager and retain a consultant to assist with grant administration and reporting requirements. This amendment did not increase the grant amount, but required adjustments to several line items within the budget, which increased the unit goal from 90 to 105 units.

On December 19, 2012, HUD approved the City's request to extend the program by one year. This extension allowed the City to assist an additional 30 units. The following highlights the accomplishments under the program:

- The City spent a total of $1,451,000 in LBPHC monies. Additionally, the City provided “in-kind” match and leverage funds totaling $574,000, or 37 percent of the grant

- 93 units were completed - the average cost per unit was $11,700

- 599 residents benefited from the program, including 111 children under 6 years of age

- The City conducted a total of 20 outreach and training events to educate the community about lead hazards and healthy homes and recruit program applicants

Compliance and Monitoring

The City monitors subrecipients funded to administer public service, housing rehabilitation, and other community development activities to ensure strict compliance with applicable HUD laws, regulations, and program guidelines. The City also monitors federally assisted (principally supported with HOME funds) new construction and acquisition-rehabilitation projects throughout the prescribed affordability periods for each project.

Yearly, the City reviews applications for project funding (through the Action Plan process) to ensure that the needs identified in the 5-year Consolidated Plan are addressed. Additionally, the City provides technical assistance to subrecipient agencies and monitors their progress in projects implementation.

During fiscal year 2013-14 the City conducted on-site audits of subrecipients receiving CDBG funding. This level of monitoring served the following functions:

- validate the accuracy of information presented in the program participant’s performance reports;

- follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring;

- determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;

- evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;

- ascertain the program participant's ability to ensure that activities carried out by subrecipients meet compliance requirements;

- verify the accuracy of the program participant's records; and
- identify apparent causes of any problem(s) and offer recommendations for corrective actions.

The City has also developed monitoring protocols for HOME assisted rental housing projects that entail either annual desk audits or on-site audits during which project owners are to certify continuing compliance with occupancy and affordability requirements. Subject to a project's size, the City is also to conduct property inspections on an annual to triennial basis. FY 2013-14 monitoring of the following HOME assisted affordable housing projects began in July 2014: Bissell I located at 6342-6344 Bissell Street; Bissell II located at 6308-6312 Bissell Street; Bissell III located at 6340 Bissell Street; Casa Bonita located at 6512-6532 Rugby Avenue; Rugby Plaza Senior Apartments located at 6330 Rugby Avenue; the Malabar Apartments located at 6822 Malabar Street; and 6337 Middleton Street (Mosaic Gardens). The 6700-02/6614 Middleton project was not monitored as it is still underway.

Reduce Number of Families in Poverty

Some of the factors contributing to the existence of below-poverty level households in Huntington Park are low education attainment levels, lack of marketable job skills and formal training, and shortage of affordable childcare, which prevents single parents from joining the work force. The City will continue to encourage activities to increase employment opportunities that result in the reduction of the number of households with incomes below the poverty line.

G. LEVERAGING RESOURCES

As a testament of the City's interest in leveraging available resources, the City made a concerted effort to acquire resources beyond the entitlement amounts granted by the CDBG, HOME, CDBG-R, and HPRP Programs. During FY 2013-14, the City continuously reviewed opportunities to apply for public and private funding, both on its own and in collaboration with other agencies. The City maintained contractual arrangements with the Los Angeles County Housing Authority for the provision of Section 8 vouchers and certificates to Huntington Park residents.

The City also worked with their local CHDO, the Oldtimers Housing Development Corporation-IV, to negotiate and facilitate affordable housing projects which ultimately resulted in the private financing of approximately $1.75 million, which represents over 20% of the total cost of implementing the City's affordable housing program.

In 2010, the City applied for a Pedestrian Improvement Grant from the Metropolitan Transportation Authority (MTA) and was awarded a $2,676,000 grant for pedestrian oriented improvements in the downtown to improve mobility and spire economic development in the downtown. The grant requires a match from local sources, such as CDBG. The City completed design plans in FY 2013-14 (Phase I) with CDBG funds, and

construction plans are currently being developed (Phase II). The City anticipates the construction start date to be in early FY 2015-16, at which point additional CDBG funds will be infused into the project.

In prior years, the City has also initiated the creation of a Business Improvement District (BID) in the downtown. The BID generates approximately $350,000 a year for a downtown program consisting of marketing, events, and seminars and trainings for business owners – all geared to spur economic development in the area.

In January 2010, the City received a $1.57 million grant under the Federal Lead Based Paint Hazard Control Grant Program to provide low and moderate income households with such services as lead based paint testing, remediation, removal of pest infestation, weatherization services, and outreach. The program provides up to $14,440 towards owner-occupied properties and up to $7,500 for rental properties located in the City. The Program also promotes education for owners and tenants to help prevent childhood lead poisoning. In FY 2013-14, all funds were expended and the City is in the process of applying for additional funds to continue their lead abatement program.

Lastly, the City negotiated an Affordable Housing Agreement with another local CHDO, LINC CDC, for property located at 6337 Middleton Street. The property currently consists of a 55-room motel that will be acquired and rehabilitated into a 24-unit affordable housing project. The City committed $1.5 million in HOME funds to the project, and the developer will leverage these funds with over $8 million in other sources, including Low Income Housing Tax Credits (9%), Multifamily Housing Program: Supportive Housing (MHP-SP) funds, County funds, and a private loan.

H. CITIZEN COMMENTS

In accordance with HUD requirements and the City's Citizen Participation Plan, the City published a public notice in the Press Telegram on August 28, 2014 to solicit comments and encourage citizen participation in the submittal of this Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER was made available at the City Clerk's Office, the Community Development Department, and the Huntington Park Family Center for public review, and a public hearing will be held before the City Council on September 15, 2013.

I. SELF-EVALUATION

The City made significant progress in achieving its 5-Year Consolidated Plan and its FY 2013-14 Annual Action Plan goals and objectives. The City expended CDBG and HOME funds for a variety of programs and projects to benefit low-and moderate-income households. Low-and moderate income beneficiaries included the elderly, female-headed households, families, youth, homeless, and those at risk of becoming homeless.

The City continued to implement Affordable Housing Agreements for the acquisition, rehabilitation and management of six rental properties and provided over $4 million in

HOME funds as gap financing for the projects. The City increased their conditional commitment of $2.64 million in HOME funds to $4.5 million to the Oldtimers Housing Development Corporation CHDO for the acquisition and rehabilitation of these affordable housing projects. In addition, the City entered into Affordable Housing Agreement with LINC Community Development Corporation for redevelopment of a motel into a 24 unit affordable rental housing project. The City committed $1.5million to this project.

The Code Enforcement and Neighborhood Improvement Programs have been successful in forming a working partnership between the City and residents, resulting in improved quality of life, increased community participation and pride, empowerment of residents, and a sense that residents are “taking back their neighborhood”.

The primary barriers the City faces in implementing its strategies are: 1) scarcity of local funds to supplement Federal funding, and 2) gaps in the institutional structure. The City continues to expend all of its annual CDBG and HOME allocations. Additionally, as a way to effectively administer and implement the CDBG and HOME programs, City staff is implementing upgrades and enhancements of the current program. These include:

- Contracting out partial administration of the HUD program to a consulting firm with experienced staff members assigned to the project.
- Establishment of protocols for file management and record retention, monitoring HOME rental projects, and CHDO certification and recertification procedures.
- Establishment of Affirmative Marketing and Minority Outreach Plan, and Layering Review Guidelines.
- Establishment of processes to conduct eligibility reviews, report on accomplishments, and track performance.
- Entering into a CHDO Operating Expense Agreement with the Oldtimers Housing Development Corporation – IV whereby a total of $41,060 was awarded for organizational and professional development services for the implementation of affordable housing developments.

IV. PROGRAM NARRATIVES

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

1. Assess the relationship of CDBG funds to the priorities, needs, and goals in the Consolidated Plan.

The City's priorities, needs, and goals were addressed through a number of activities. These activities are more fully described in this document under "Assessment of Progress Toward One-Year and five-Year Goals and Objectives" Section (Section III.B.).

2. Describe the nature of and reasons for any changes to program objectives.

The majority of the City's program goals and objectives will remain unchanged.

3. Assess efforts in carrying out planned action described in the One-Year Action Plan.

The City carried out all activities described in its Action Plan and followed its HUD approved Consolidated Plan. The City pursued all available resources, including from the County of Los Angeles and through the Mortgage Credit Certificate Bond funds to help increase home ownership. The City provided all requested certifications of consistency for HUD Programs. The City did not hinder Consolidated Plan implementation by any action or any willful inaction.

Furthermore, in accordance with HUD's new Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs, the City continues to report quantifiable goals, objectives and performance of the City's CDBG program activities. Cumulative measures of performance can be found in the tables attached for each objective in Section III (B) -*Assessment of Progress Toward One-Year and Five-Year Goals and Objectives.*

4. Evaluate the extent to which CDBG funds were used exclusively for the three national objectives and to benefit low to moderate income persons.

All of the City's grant funds were used exclusively for one of the three national objectives, and except for Planning and Administration, all CDBG funds were used for activities that benefit low- and moderate-income persons.

5. Describe any displacement activity involved with acquisition, rehabilitation or demolition of real property.

On December 3, 2007, the Community Development Commission (CDC) and the Oldtimers Housing Development Corporation -IV entered into an Affordable Housing Agreement (Agreement) to acquire and rehabilitate a six-unit property located at 6700 Middleton Street. Shortly after the acquisition of the property at 6700

Middleton Street, the adjacent property located at 6614 Middleton Street became available for purchase. Staff and Oldtimers, the City's designated Community Housing Development Organization ("CHDO") determined that the acquisition of two contiguous properties would provide an excellent opportunity to consolidate both lots and develop a high quality and larger project that would make positive impact on the entire neighborhood. As a result, the AHA was Amended and Restated in October 2008, to provide total of $1.34 million in HOME funds and $450,000 in tax increment low and moderate-income housing (Set-Aside) funds to acquire the second property at 6614 Middleton and fund soft costs associated with merging and developing a concept plan both properties. The Agreement was subsequently amended in May of 2011 to provide funding for construction costs. The proposed project includes the construction and rehabilitation of 11 residential dwellings. The agreement provides for a $4.7 million loan to the Developer ($2.0 million in Federal HOME funds and $2.7 million in redevelopment low-mod set aside funds). As a result of the project all seven tenants residing at the properties were permanently displaced.

6. Describe economic development activities for which the low/mod jobs national objective has not been met.

All economic development activities have a national objective of assisting a low/mod income area (LMA). Please refer to Priority 7.1 *Improve the Business Climate for Existing Businesses and Attract new Businesses* for more information.

7. CDBG Financial Summary.

Please refer to attached Integrated Disbursement and Information System (IDIS) produced reports that summarize the financial status of the CDBG program and respective projects and activities. Each report highlights different data and information on the City's progress to achieve its goals and objectives.

B. HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

1. Analysis of the extent to which HOME funds were distributed among different categories of housing needs identified in the approved Consolidated Plan.

HOME funds were committed in Fiscal 2013-14 to support two of the City's housing priorities:

- Over three-quarters of Huntington Park's housing stock is over 30 years old, the age at which housing begins to require major rehabilitation improvements. To better respond to this apparent housing need, the City has revamped its homeowner rehabilitation program to include a forgivable component of $25,000 for certain repairs needed to correct building code violations and make health and safety improvements to the building exterior.

- The City's Consolidated Plan observed that Huntington Park has low rental

vacancy rates combined with high levels of severe renter overcrowding and severe renter overpayment. Consequently, the City has given high priority to expanding the supply of affordable housing. To that end, the City dedicated over $4.52 million of gap financing for affordable housing projects with the Oldtimers Housing Development Corporation (OHDC) to assist in the acquisition and rehabilitation of 36 units in the Bissell Street and Middleton/Malabar Focus Neighborhoods. It has also provided an additional $1.5 million in HOME funds to LINC Housing to undertake an adaptive reuse project. The proposed development site is a former 55-unit motel, which would be acquired and rehabilitated as an affordable rental housing project with an estimated 24 units.

2. A report on match contributions.

HOME Match Report (HUD-4107A)) has been included to report on match contributions for the period covered by the consolidated plan program year. The HOME Program requires a match of every dollar drawn. Since its inception, the City of Huntington Park has received a 100% match reduction due to fiscal distress and HUD – 40107A is enclosed reflecting the City's waiver of the match obligation.

3. HUD Form – 40107.

Part III of HUD-4107 also has been included to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs). The City continuously updates a list of contractors and vendors, including minority and women owned businesses. A majority of the City's businesses are minority-owned businesses. Requests for bids or proposals are circulated in a wide number of media and publications to ensure the largest possible number of contractors are aware of contracting and business opportunities available in the City.

4. Contracts and subcontracts with minority and women owned businesses.

The City continuously updates a list of contractors and vendors, including minority and women owned businesses. A majority of the City's businesses are minority-owned businesses. Requests for bids or proposals are circulated in a wide number of media and publications to ensure the largest possible number of contractors are aware of contracting and business opportunities available in the City.

5. The results of on-site inspections of rental housing.

The City has adopted protocols for monitoring the City's seven current HOME-assisted affordable rental housing projects: the Rugby Senior Apartments, the three Bissell Street acquisition and rehabilitation projects, the Casa Bonita Apartments, the two Middleton Street acquisition/rehabilitation projects, the Malabar acquisition/rehabilitation project, and the Marconi single-family residence. Monitoring 6700-02/6614 Middleton Street, 6337 Middleton, and 6303 Marconi Street projects will begin one-year after rehabilitation is completed.

Date Built/ Rehabilitated	Project Name	Address	Project Type	Affordability Period
1997	Rugby Senior Apartments	6330 Rugby Ave.	Senior Housing	2050
2001	Bissell I Apartments	6342-6344 Bissell St.	Family Housing	2062
2002	Casa Bonita	6512 Rugby Ave.	Senior Housing	2030
2003	Bissell II Apartments	6308-6312 Bissell St.	Family Housing	2062
2007	Bissell III Apartments	6340 Bissell St.	Family Housing	2062
2009	Malabar St. Apartments	6822 Malabar St.	Family Housing	2064
To be determined	Middleton St. Apartments	6700-02/6614 Middleton St.	Family Housing	To be determined
2014	Middleton St. Apartments	6337 Middleton	Family Housing	2069
To be determined	Marconi Single Family Home	6303 Marconi	Family Housing	To be determined

Monitoring will occur at two levels:

- Annually, a desk audit will be performed wherein the owner/property manager will submit information certifying household sizes, household incomes and rents for all HOME-restricted units; and

- Triennially, an on-site visit will be conducted that will include a property inspection (as provided under the Proposed HOME Rule, otherwise, every three years or annually for, respectively, projects of 5-24 units and projects of 26 or more units) and an in-depth review of all the HOME and federal cross-cutting requirements, e.g., affirmative marketing and tenant selection procedures.

On-site monitoring for FY 2013-14 of the seven affordable rental developments including unit inspections to ensure compliance with the City's property standards started in July 2014. Code violations and required improvements will be reported to the property owners/managers and the City will work with each to repair the deficiencies.

While the City has the prerogative to monitor on-site more frequently, especially if a project is at risk because of outstanding findings or insufficient capacity, inspections and site visits will typically occur in accordance with the HOME Final Rule at 24 CFR 92.504(d):

Total Number of Units	Minimum Schedule
1 – 4 units	every 3 years
5 – 25 units	every 2 years
26+ units	annually

EXHIBIT 1: TABLE 3A – SUMMARY OF SPECIFIC ANNUAL OBJECTIVES

Table 3A
Statement of Specific Annual Objectives

Specific Obj. #	Specific Annual Objectives	Sources of Funds	Performance Indicators	Fiscal Year	Expected Number	Actual Number	Percent Completed
DH - 1 Availability/Accessibility for the purpose of providing Decent Housing							
DH – 1.1	**RESIDENTIAL REHABILITATION LOAN PROGRAM** Address the availability of decent housing by offering rehabilitation assistance to low and moderate-income households.	**HOME**	**Total Number of Housing Units Assisted**	2010	6	1	17%
				2011	6	10	167%
				2012	6	1	17%
				2013	6	Program Defunded	
				2014	6		
				Total	**30**	**12**	**40%**
DH-2 Affordability for the purpose of providing Decent Housing							
DH – 2.1	**AFFORDABLE HOUSING DEVELOPMENT** Address need for affordable decent housing by increasing supply of affordable rental housing.	**HOME**	**Total Number of Housing Units Assisted**	2010	12	0	0%
				2011	7	0	0%
				2012	7	0	0%
				2013	7	24	343%
				2014	7		
				Total	**40**	**24**	**60%**
DH – 2.2	**TENANT-BASED RENTAL HOUSING** Address need for affordable decent housing by providing rental based rental assistance to qualified households.	**HOME**	**Total Number of Housing Units Assisted**	2010	Not Applicable		
				2011			
				2012			
				2013	110	82	75%
				2014	130		
				Total	**100**	**82**	**85%**
DH-3 Sustainability for the purpose of providing Decent Housing							
DH – 3	**NO PROGRAMS FIT THIS CATEGORY**						
SL-1 Availability/Accessibility for the purpose of creating a Suitable Living Environment							
SL – 1.1	**MINOR HOME REPAIR** Enhance the availability and accessibility of a suitable living environment by providing minor home repair services to elderly, disabled and low-income households.	**CDBG**	**Total Number of Housing Units Assisted**	2010	30	9	30%
				2011	30	12	40%
				2012	30	3	10%
				2013	30	Program Defunded	
				2014	30		
				Total	**150**	**24**	**16%**
SL – 1.2	**NEIGHBORHOOD IMPROVEMENT CODE ENFORCEMENT (NICE)** Provide for the availability of a suitable living environment by funding code enforcement activities within CDBG target areas.	**CDBG**	**Total Number of Housing Units Assisted**	2010	300	1,085	362%
				2011	300	895	298%
				2012	300	1,510	503%
				2013	300	1,013	338%
				2014	300		
				Total	**1,500**	**4,503**	**300%**

SL – 1.3	**COMMERCIAL REHABILITATION** Enhance the availability of economic opportunity by offering rehabilitation loans to local businesses.	**CDBG**	**Total Number of Businesses Assisted**	2010	3	6	200%
				2011	3	0	0%
				2012	3	0	0%
				2013	3	0	0%
				2014	3		
				Total	**15**	**6**	**40%**
SL – 1.4	**EMERGENCY SERVICES** Improve the availability of a suitable living environment by offering emergency food and shelter to homeless and those at-risk of homelessness	**CDBG**	**Total Number of Persons Assisted**	2010	2,850	5,272	185%
				2011	2,850	4,887	171%
				2012	2,850	4,339	152%
				2013	2,850	2,887	101%
				2014	2,850		
				Total	**14,250**	**17,385**	**122%**
SL – 1.5	**YOUTH SERVICES** Improve the availability of a suitable living environment by providing after school recreational, childcare and homework programs for youth.	**CDBG**	**Total Number of Persons Assisted**	2010	2,350	2,525	107%
				2011	2,350	2,371	100%
				2012	2,350	2,753	117%
				2013	2,350	2,110	90%
				2014	2,350		
				Total	**11,750**	**9,759**	**83%**
SL – 1.6	**CHILD CARE SERVICES** Improve the availability of a suitable living environment by providing, childcare programs	**CDBG**	**Total Number of Persons Assisted**	2010	100	75	75%
				2011	100	54	54%
				2012	100	27	27%
				2013	100	Programs Defunded	
				2014	100		
				Total	**500**	**156**	**31%**
SL – 1.7	**SENIOR SERVICES** Improve the availability of a suitable living environment by providing midday meals to the elderly population.	**CDBG**	**Total Number of Persons Assisted**	2010	85	176	207%
				2011	85	101	119%
				2012	85	83	98%
				2013	85	Programs Defunded	
				2014	85		
				Total	**425**	**360**	**85%**
SL – 1.8	**COMMUNITY BEAUTIFICATION** Improve the availability of a suitable living environment by providing graffiti removal within CDBG target areas	**CDBG**	**Total Number of Persons Assisted**	2010	57,751	57,751	100%
				2011	57,751	57,751	100%
				2012	57,751	57,751	100%
				2013	57,751	57,751	100%
				2014	57,751		
				Total	**57,751**	**57,751**	**100%**
SL – 1.9	**HEALTH SERVICES** Improve the availability of a suitable living environment by offering health screenings, education and immunizations, and providing lead hazard screening.	**CDBG**	**Total Number of Persons Assisted**	2010	650	398	61%
				2011	650	Programs Defunded	
				2012	650		
				2013	650		
				2014	650		
				Total	**3,250**	**398**	**12%**

SL – 1.10	**FAIR HOUSING SERVICES** Improve the availability of a suitable living environment by providing for tenant/landlord counseling and fair housing services.	**HOME**	**Total Number of Persons Assisted**	2010	300	233	78%
				2011	300	245	82%
				2012	300	296	99%
				2013	300	312	104%
				2014	300		
				Total	**1,500**	**1,086**	**72%**
SL – 1.11	**INFRASTRUCTURE IMPROVEMENTS** Improve the availability of a suitable living environment by providing street improvements in the downtown	**CDBG**	**Total Number of Persons Provided Improved Access to Public Facilities**	2010	3,611	0	0%
				2011	3,611	0	0%
				2012	3,611	0	0%
				2013	3,611	No projects funded	
				2014	3,611		
				Total	**3,611**	**0**	**0%**
SL – 1.12	**COMMUNITY FACILITY IMPROVEMENTS** Improve the availability of a suitable living environment by providing new and improved community facilities to serve low and moderate income populations.	**CDBG**	**Total Number of Improved Community Facilities**	2010	0	0	0%
				2011	2	2	100%
				2012	0	0	0%
				2013	0	No projects funded	
				2014	0		
				Total	**2**	**2**	**100%**
SL - 2 Affordability for the purpose of creating a Suitable Living Environment							
SL - 2	**NO PROGRAMS FIT THIS CATEGORY**						
SL - 3 Sustainability for the purpose of creating a Suitable Living Environment							
SL –3.1	**SECTION 108 Repayment** Improve the sustainability of a suitable living environment by providing debt service on a loan used for construction of the Rugby Senior Housing parking garage, and a new loan for the Festival El Centro Retail Development Project.	**CDBG**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
EO – 1 Availability/Accessibility for the purpose of creating Economic Opportunity							
EO – 1.1	**ECONOMIC DEVELOPMENT PROGRAM** Clean up of contaminated site for future use as auto center or commercial center.	**CDBG**	**Total Number of Businesses Assisted**	2010	1	0	0%
				2011	0	0	0%
				2012	0	25	-
				2013	0	78	
				2014	0		
				Total	**1**	**103**	**Exceeds Goal**
EO-2 Affordability for the purpose of creating Economic Opportunity							
EO-2	**NO PROGRAMS FIT THIS CATEGORY**						
EO-3 Sustainability for the purpose of creating Economic Opportunity							
EO - 3	**NO PROGRAMS FIT THIS CATEGORY**						

EXHIBIT 2: TABLE 2A – PRIORITY HOUSING NEEDS/INVESTMENT PLAN

Table 2A
Priority Housing Needs/Investment Plan

PRIORITY HOUSING NEEDS (households)			Priority Need Level High, Medium, Low	Unmet Need	Goals
Renter	Small Related	0-30%	H	970	51
		31-50%	H	984	28
		51-80%	H	1,100	10
	Large Related	0-30%	H	704	51
		31-50%	H	842	17
		51-80%	H	939	8
	Elderly	0-30%	H	429	202
		31-50%	H	146	68
		51-80%	M	85	--
	All Other	0-30%	H	214	50
		31-50%	H	190	17
		51-80%	M	165	--
Owner		0-30%	H	193	50
		31-50%	H	365	65
		51-80%	H	683	65
Special Needs		0-80%	H		
Total Goals *(a goal of 100 renter households added to goal with the addition of the TBRA program in FY 2013-14)*					782
Total 215 Goals					632
Total 215 Renter Goals					602
Total 215 Owner Goals					30

Priority Need Level reflects relative priority for federal funds (HOME, CDBG, Section 8). 5 Year Goals reflect households to be assisted using all funding sources, including RDA Set-Aside.
Section 215 rental unit - occupied by <80% MFI household and bears rent < FMR, or 30% of 65% MFI
Section 215 rehabilitated owner unit - occupied by <80% MFI and has after rehab value < HUD mortgage limit
Special Needs Households already included in estimates for renter and owner households

Table 2A
Priority Housing Needs/Investment Plan Table

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
Renters *						
0 - 30 of MFI	454 / 332	354 / 332	354 / 332	354 / 332	454 / 450	454 /
31 - 50% of MFI	138 / 100	120 / 100	120 / 100	120 / 100	121 / 114	121 /
51 - 80% of MFI	18 / 0	4 / 0	4 / 0	4 / 0	3 / 12	3 /
Owners						
0 - 30 of MFI	50 / 10	10 / 3	10 / 4	10 / 3	10 / 0	10 /
31 - 50 of MFI	65 / 14	13 / 4	13 / 10	13 / 0	13 / 0	13 /
51 - 80% of MFI	65 / 12	13 / 3	13 / 9	13 / 1	13 / 0	13 /
Homeless ****						
Individuals						
Families						
Non-Homeless Special Needs ****						
Elderly						
Frail elderly						
Severe Mental Illness						
Physical Disability						
Developmental Disability						
Alcohol or Drug Addiction						
HIV/AIDS						
Victims of Domestic Violence						
Total	790 / 468	514 / 442	514 / 455	514 / 439	614 / 564	
Total Section 215	632 / 444	477 / 433	477 / 442	477 / 433	576 / 564	
215 Renter	602 / 432	471 / 432	471 / 432	471 / 432	570 / 564	
215 Owner	30 / 12	6 / 1	6 / 10	6 / 1	6 / 0	

* Total Goals in the Renter category consists of assisting 470 households with Section 8 vouchers, 40 households through the City's Acquisition/Rehabilitation Program, and 100 households through the new Tenant-Based Rental Assistance Program (approved via substantial amendment in FY 2013-14). The Section 8 goal of 470 households is to be achieved annually, not over the 5-year Consolidated Plan timeframe.

** Homeless and Non-Homeless Special Needs Households already included in estimates for renter and owner households.

Table 2A
Priority Housing Activities

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
CDBG						
Acquisition of existing rental units						
Production of new rental units						
Rehabilitation of existing rental units	150 / 24	30 / 9	30 / 12	30 / 3	30 / 0	30/
Rental assistance						
Acquisition of existing owner units						
Production of new owner units						
Rehabilitation of existing owner units						
Homeownership assistance						
HOME						
Acquisition of existing rental units	40 / 24	12 / 0	7 / 0	7 / 0	7 / 24	7 /
Production of new rental units						
Rehabilitation of existing rental units	40 / 24	12 / 0	7 / 0	7 / 0	7 / 24	
Rental assistance *(new program in FY 2013-14)*	100 / 82	0 / 0	0 / 0	0 / 0	100 / 82	
Acquisition of existing owner units						
Production of new owner units						
Rehabilitation of existing owner units	30 / 12	6 / 1	6 / 10	6 / 1	6 / 0	6 /
Homeownership assistance						
HOPWA						
Rental assistance						
Short term rent/mortgage utility payments						
Facility based housing development						
Facility based housing operations						
Supportive services						
Other						
Section 8 Rental Assistance	470 / 458	470 / 432	470 / 432	470 / 432	470 / 458	470 /

EXHIBIT 3: TABLE 3B –ANNUAL HOUSING COMPLETION GOALS

Table 3B
Annual Housing Completion Goals

	Annual Expected Number Completed	CDBG	HOME	ESG	HOPWA
ANNUAL AFFORDABLE HOUSING GOALS (SEC.215)					
Homeless households		☐	☐	☐	☐
Non-homeless households		☐	☐	☐	☐
Special needs households		☐	☐	☐	☐
ANNUAL AFFORDABLE RENTALHOUSING GOALS (SEC.215)					
Acquisition of existing units	7 / 24	☐	☒	☐	☐
Production of new units		☐	☐	☐	☐
Rehabilitation of existing units	7 / 24	☐	☐	☐	☐
Rental Assistance	100 / 82	☐	☐	☐	☐
Total Sec. 215 Affordable Rental	107 / 106	☐	☒	☐	☐
ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC.215)					
Acquisition of existing unfits		☐	☐	☐	☐
Production of new units		☐	☐	☐	☐
Rehabilitation of existing units	6 / 0	☒	☒	☐	☐
Homebuyer Assistance		☐	☐	☐	☐
Total Sec. 215 Affordable Owner	6 / 0	☒	☒	☐	☐
ANNUAL AFFORDABLE HOUSING GOALS (SEC.215)					
Acquisition of existing units	7 / 24	☐	☒	☐	☐
Production of new units		☐	☐	☐	☐
Rehabilitation of existing units	6 / 0	☐	☒	☐	☐
Homebuyer / Rental Assistance	100 / 82	☐	☐	☐	☐
Total Sec 215 Affordable Housing	113 / 106	☐	☒	☐	☐
ANNUAL HOUSING GOALS					
Annual Rental Housing Goal	107 / 106	☐	☒	☐	☐
Annual Owner Housing Goal	6 / 0	☐	☒	☐	☐
Total Annual Housing Goal	113 / 106	☐	☒	☐	☐

EXHIBIT 4: TABLE 2B – PRIORITY COMMUNITY DEVELOPMENT NEEDS

Table 2B
Priority Community Development Needs

Priority Need	Priority Need Level	Unmet Priority Need	Dollars to Address Need	5 Yr Goal Plan/Act	Annual Goal Plan/Act	Percent Goal Completed
Public Facility (Projects)						
Senior Centers	M					
Handicapped Centers	L					
Homeless Facilities	L					
Youth Centers	M					
Neighborhood Facilities	M					
Child Care Centers	M					
Health Facilities	M					
Mental Health Facilities	No Need					
Parks and/or Recreation Facilities	H		$175,000	2 / 2	0 / 0	N/A
Parking Facilities	M					
Tree Planting	No Need					
Fire Stations/Equipment	No Need					
Abused/Neglected Children Facilities	No Need					
Asbestos Removal	No Need					
Non-Residential Historic Preservation	No Need					
Other Public Facility Needs	No Need					
Infrastructure (Projects)						
Water/Sewer Improvements	M					
Street and Sidewalk Improvements	H		$640,000	1 / 0	1 /0	0%
Solid Waste Disposal Improvements	No Need					
Flood Drainage Improvements	M					
Other Infrastructure	No Need					
Public Services (People)						
Senior Services	H		$125,000	425 / 360	85 / 0	0% *(Programs defunded)*
Handicapped Services	M					
Youth Services	H		$425,000	11,750 / 9,759	2,350 / 2,110	90%
Child Care Services	H		$75,000	500 / 156	100 / 0	0% *(Programs defunded)*
Transportation Services	No Need					
Substance Abuse Services	No Need					
Employment/Training Services	M					

Health Services (Including Lead Paint)	H		$45,000	3,250 / 398	650 / 0	0% *(Programs defunded)*
Lead Hazard Screening	M					
Crime Awareness	M					
Fair Housing Activities	H		$67,500	1,500 / 1,086	300 / 312	104%
Tenant Landlord Counseling	H					
Other Services – Emergency Services	H		$175,000	14,250 / 17,385	2,850 / 2,887	101%
Other Services - Community Beautification/Graffiti Abatement	H		$350,000	57,751 / 57,751	57,751 / 57,751	100%
Economic Development (Businesses)						
Job Creation	H		$80,000	1 / 0	1 / 0	0%
Commercial Rehabilitation	H		$2,250,000	15 / 6	3 / 0	0%
Business Support Services	M					
Other Community Development Needs						
Planning Administration	H		$1,900,000	N/A	N/A	N/A

EXHIBIT 5: SUMMARY OF ACCOMPLISHMENTS REPORT
(IDIS Report: C04PR23)

EXHIBIT 6: SUMMARY OF CONSOLIDATED PLAN PROJECTS FOR REPORT YEAR 2013/14 (IDIS Report: C04PR06)

EXHIBIT 7: CDBG FINANCIAL SUMMARY REPORT
(IDIS Report: C04PR26)

EXHIBIT 8: CDBG ACTIVITY SUMMARY REPORT
(IDIS Report: C04PR03)

EXHIBIT 9: CDBG PERFORMANCE MEASURES REPORT
(IDIS Report: C04PR83)

EXHIBIT 10: CDBG STRATEGY AREA, CDFI, AND LOCAL TARGET AREA
(IDIS Report: C04PR84)

EXHIBIT 11: HOME HOUSING PERFORMANCE REPORT
(IDIS Report: C04PR85)

EXHIBIT 12: CDBG HOUSING PERFORMANCE REPORT
(IDIS Report: C04PR85)

EXHIBIT 13: ANNUAL PERFORMANCE REPORT HOME PROGRAM
(OMB APPROVAL NO. 2506-0171)

EXHIBIT 14: HOME Match Report Form HUD-40107-A
(OMB APPROVAL NO. 2506-0171)

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Match Contributions for
Federal Fiscal Year (yyyy) 2013

Part I **Participant Identification**

1. Participant No. (assigned by HUD)	2. Name of the Participating Jurisdiction	3. Name of Contact (person completing this report)
M-13-MC-060515	City of Huntington Park	Manuel Acosta, HCD Manager

5. Street Address of the Participating Jurisdiction	4. Contact's Phone Number (include area code)
6550 Miles Avenue	323-584-6213

6. City	7. State	8. Zip Code
Huntington Park	CA	90255

Part II **Fiscal Year Summary**

1. Excess match from prior Federal fiscal year	$ N/A	
2. Match contributed during current Federal fiscal year (see Part III.9.)	$ N/A	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ N/A
4. Match liability for current Federal fiscal year		$ N/A
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		$ N/A

Part III **Match Contribution for the Federal Fiscal Year**

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match

form **HUD-40107-A** (12/94)

Name of the Participating Jurisdiction	Federal Fiscal Year (yyyy)

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for the HOME Match Report

Applicability:

The HOME Match Report is part of the HOME APR and must be filled out by every participating jurisdiction that incurred a match liability. Match liability occurs when FY 1993 funds (or subsequent year funds) are drawn down from the U.S. Treasury for HOME projects. A Participating Jurisdiction (PJ) may start counting match contributions as of the beginning of Federal Fiscal Year 1993 (October 1, 1992). A jurisdiction not required to submit this report, either because it did not incur any match or because it had a full match reduction, may submit a HOME Match Report if it wishes. The match would count as excess match that is carried over to subsequent years. The match reported on this form must have been contributed during the reporting period (between October 1 and September 30).

Timing:

This form is to be submitted as part of the HOME APR on or before December 31. The original is sent to the HUD Field Office. One copy is sent to the

Office of Affordable Housing Programs, CGHF
Room 7176, HUD, 451 7th Street, S.W.
Washington, D.C. 20410.

The participating jurisdiction also keeps a copy.

Instructions for Part II:

1. **Excess match from prior Federal fiscal year:** Excess match carried over from prior Federal fiscal year.
2. **Match contributed during current Federal fiscal year:** The total amount of match contributions for all projects listed under Part III in column 9 for the Federal fiscal year.
3. **Total match available for current Federal fiscal year:** The sum of excess match carried over from the prior Federal fiscal year (Part II. line 1) and the total match contribution for the current Federal fiscal year (Part II. line 2). This sum is the total match available for the Federal fiscal year.
4. **Match liability for current Federal fiscal year:** The amount of match liability is available from HUD and is provided periodically to PJs. The match must be provided in the current year. The amount of match that must be provided is based on the amount of HOME funds drawn from the U.S. Treasury for HOME projects. The amount of match required equals 25% of the amount drawn down for HOME projects during the Federal fiscal year. Excess match may be carried over and used to meet match liability for subsequent years (see Part II line 5). Funds drawn down for administrative costs, CHDO operating expenses, and CHDO capacity building do not have to be matched. Funds drawn down for CHDO seed money and/or technical assistance loans do not have to be matched if the project does not go forward. A jurisdiction is allowed to get a partial reduction (50%) of match if it meets one of two statutory distress criteria, indicating "fiscal distress," or else a full reduction (100%) of match if it meets both criteria, indicating "severe fiscal distress." The two criteria are poverty rate (must be equal to or greater than 125% of the average national family poverty rate to qualify for a reduction) and per capita income (must be less than 75% of the national average per capita income to qualify for a reduction). In addition, a jurisdiction can get a full reduction if it is declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Act.
5. **Excess match carried over to next Federal fiscal year:** The total match available for the current Federal fiscal year (Part II. line 3) minus the match liability for the current Federal fiscal year (Part II. line 4). Excess match may be carried over and applied to future HOME project match liability.

Instructions for Part III:

1. **Project No. or Other ID:** "Project number" is assigned by the C/MI System when the PJ makes a project setup call. These projects involve at least some Treasury funds. If the HOME project does not involve Treasury funds, it must be identified with "other ID" as follows: the fiscal year (last two digits only), followed by a number (starting from "01" for the first non-Treasury-funded project of the fiscal year), and then at least one of the following abbreviations: "SF" for project using shortfall funds, "PI" for projects using program income, and "NON" for non-HOME-assisted affordable housing. Example: 93.01.SF, 93.02.PI, 93.03.NON, etc.

   Shortfall funds are non-HOME funds used to make up the difference between the participation threshold and the amount of HOME funds allocated to the PJ; the participation threshold requirement applies only in the PJ's first year of eligibility. [§92.102]

   Program income (also called "repayment income") is any return on the investment of HOME funds. This income must be deposited in the jurisdiction's HOME account to be used for HOME projects. [§92.503(b)]

Non-HOME-assisted affordable housing is investment in housing not assisted by HOME funds that would qualify as "affordable housing" under the HOME Program definitions. "NON" funds must be contributed to a specific project; it is not sufficient to make a contribution to an entity engaged in developing affordable housing. [§92.219(b)]

2. **Date of Contribution:** Enter the date of contribution. Multiple entries may be made on a single line as long as the contributions were made during the current fiscal year. In such cases, if the contributions were made at different dates during the year, enter the date of the last contribution.

3. **Cash:** Cash contributions from non-Federal resources. This means the funds are contributed permanently to the HOME Program regardless of the form of investment the jurisdiction provides to a project. Therefore all repayment, interest, or other return on investment of the contribution must be deposited in the PJ's HOME account to be used for HOME projects. The PJ, non-Federal public entities (State/local governments), private entities, and individuals can make contributions. The grant equivalent of a below-market interest rate loan to the project is eligible when the loan is not repayable to the PJ's HOME account. [§92.220(a)(1)] In addition, a cash contribution can count as match if it is used for eligible costs defined under §92.206 (except administrative costs and CHDO operating expenses) or under §92.209, or for the following non-eligible costs: the value of non-Federal funds used to remove and relocate ECHO units to accommodate eligible tenants, a project reserve account for replacements, a project reserve account for unanticipated increases in operating costs, operating subsidies, or costs relating to the portion of a mixed-income or mixed-use project not related to the affordable housing units. [§92.219(c)]

4. **Foregone Taxes, Fees, Charges:** Taxes, fees, and charges that are normally and customarily charged but have been waived, foregone, or deferred in a manner that achieves affordability of the HOME-assisted housing. This includes State tax credits for low-income housing development. The amount of real estate taxes may be based on the post-improvement property value. For those taxes, fees, or charges given for future years, the value is the present discounted cash value. [§92.220(a)(2)]

5. **Appraised Land/Real Property:** The appraised value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of land or other real property, not acquired with Federal resources. The appraisal must be made by an independent, certified appraiser. [§92.220(a)(3)]

6. **Required Infrastructure:** The cost of investment, not made with Federal resources, in on-site and off-site infrastructure directly required for HOME-assisted affordable housing. The infrastructure must have been completed no earlier than 12 months before HOME funds were committed. [§92.220(a)(4)]

7. **Site preparation, Construction materials, Donated labor:** The reasonable value of any site-preparation and construction materials, not acquired with Federal resources, and any donated or voluntary labor (see §92.354(b)) in connection with the site-preparation for, or construction or rehabilitation of, affordable housing. The value of site-preparation and construction materials is determined in accordance with the PJ's cost estimate procedures. The value of donated or voluntary labor is determined by a single rate ("labor rate") to be published annually in the Notice Of Funding Availability (NOFA) for the HOME Program. [§92.220(6)]

8. **Bond Financing:** Multifamily and single-family project bond financing must be validly issued by a State or local government (or an agency, instrumentality, or political subdivision thereof). 50% of a loan from bond proceeds made to a multifamily affordable housing project owner can count as match. 25% of a loan from bond proceeds made to a single-family affordable housing project owner can count as match. Loans from all bond proceeds, including excess bond match from prior years, may not exceed 25% of a PJ's total annual match contribution. [§92.220(a)(5)] The amount in excess of the 25% cap for bonds may carry over, and the excess will count as part of the statutory limit of up to 25% per year. Requirements regarding bond financing as an eligible source of match will be available upon publication of the implementing regulation early in FY 1994.

9. **Total Match:** Total of items 3 through 8. This is the total match contribution for each project identified in item 1.

Ineligible forms of match include:

1. Contributions made with or derived from Federal resources e.g. CDBG funds [§92.220(b)(1)]
2. Interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits [§92.220(b)(2)]
3. Contributions from builders, contractors or investors, including owner equity, involved with HOME-assisted projects. [§92.220(b)(3)]
4. Sweat equity [§92.220(b)(4)]
5. Contributions from applicants/recipients of HOME assistance [§92.220(b)(5)]
6. Fees/charges that are associated with the HOME Program only, rather than normally and customarily charged on all transactions or projects [§92.220(a)(2)]
7. Administrative costs

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 17, 2014

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:

FIRST READING OF AN ORDINANCE AMENDING THE ZONING MAP AND ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR PROPERTIES LOCATED AT 3232 SATURN AVENUE, COMMONLY KNOWN AS SOUTH REGION ELEMENTARY SCHOOL NO. 5.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;

2. Consider all public testimony and staff's analysis;

3. Approve the First Reading of an Ordinance amending the Zoning Map designation from High-Density Residential (RH) to Public Facilities (PF) for properties located at 3232 Saturn Avenue; and

4. Adopt a Resolution amending the General Plan Land Use Map designation from Residential High-Density to Schools for properties located at 3232 Saturn Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 20, 2014, the Planning Commission considered PC Case No. 2014-04 ZC/GPA and adopted Resolution 2014-04 (Attachment A) recommending to the City Council the adoption of General Plan Land Use Map and Zoning Map amendments for properties located at 3232 Saturn Avenue. Following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council.

The proposed Resolution (Attachment B) and proposed Ordinance (Attachment C) will amend the current General Plan Land Use Designation and Zoning Designation for the subject site from RH to PF/Schools.

The proposed General Plan Land Use Designation and Zoning Designation amendments will not be in conflict with the existing surrounding land uses. The school has already

been developed and is currently in use. The Los Angeles Unified School District (LAUSD) and the City solely wish to rezone the property in order to make it consistent with zoning requirements. The subject property being rezoned is entirely owned by LAUSD. None of the surrounding properties will be rezoned.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-2.1401, the City Council may amend the General Plan and Zoning Map. Public notification of the proposed amendments were published and posted, as required by State law and in accordance with the provisions of the HPMC.

The subject site is home to the newly constructed South Region Elementary School No. 5, now known as, Lucille Roybal-Allard Elementary School. The school opened in August 2012. The school is located on the south side of Saturn Avenue between Plaska Avenue and Newell Street. The site covers an area of 5.260 gross acres and has an irregular lot configuration.

General Plan Goals and Objectives:

Since Huntington Park is an older City with well-established land use patterns and virtually no remaining vacant land suitable for development, from time to time changes in land use will occur gradually through the recycling of existing uses. As a means of guiding future changes in land use consistent with community objectives, the City intends to implement the goals, policies and objectives contained in the Land Use Element. The land use objectives that support the proposed General Plan and Zoning Map amendments are to, *"Identify and rectify inconsistencies between current land use designations under the Huntington Park General Plan, existing land use, and zoning." and; "Provide for compatible neighboring land uses and acceptable transitions between residential, commercial, industrial, public, and transportation uses."*

Zoning Consistency:

The appropriate zoning designation for the subject properties would be PF (Public Facilities). The purpose of this zoning district is to provide for a wide range of public and quasi-public land use activities serving the residents of the City, including public schools. Thus, it is expected that the zone change will not cause adverse effects to the public interest, health, safety, or welfare. Additionally, the change in zone will be consistent with the General Plan Land Use Designation.

Findings for General Plan and Zoning Map Amendments:

In accordance with HPMC Section 9-2.1407, the following findings have been made as part of the General Plan and Zoning Map Amendment:

1. *The proposed amendment is internally consistent with the General Plan.*

   The proposed amendment to the General Plan Land Use Map will be internally consistent with the City's General Plan. The proposed amendment does not modify or alter the intent of any of the General Plan elements. The General Plan goals such as, providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional growth will continue to be met. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is internally consistent with the other elements of the General Plan.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

   The proposed amendment is determined to be in the best interest, health, safety, convenience and welfare of the City. The school use is currently in operation. Prior to approval of the school, an environmental analysis was prepared by LAUSD that addressed air, noise and traffic issues. The proposed amendments will not cause additional impacts to the environment or allow any new development on the subject parcels.

3. *The proposed amendment would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.*

   The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the north of the subject site are zoned Low-Density Residential (RL), while properties located to the south are zoned High-Density Residential (RH). Salt Lake Park is located to the east and is zoned Open Space (OS). The subject site is currently zoned RH. By rezoning the site to PF, the City will be eliminating the current zone nonconformity. All public school facilities in the City are located in the PF zone.

4. *The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.*

   LAUSD has already developed the subject site with a public elementary school facility. The school opened in August 2012. The use is compatible with adjoining land uses and has adequate access and provision of utilities.

5. *The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.*

The proposed amendment has been reviewed in compliance with the provisions of CEQA. The City has determined that the proposed amendments to the General Plan Land Use and Zoning Maps are exempt from the provisions of CEQA pursuant to Title 14 of the California Code of Regulations Section 15061(b)(3) ["no possibility that the activity in question may have a significant effect…"] and Section 15301 ["the project involves negligible or no expansion of an existing use"].

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

Per the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is categorically exempt pursuant to Sections 15061(b)(3) and 15301 of the California Code of Regulations.

CEQA Guidelines section 15061(b)(3)—referred to as the "common sense" exemption — provides that where there is "no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Guidelines section 15301 provides an exemption for "Existing Facilities." This section states: "The key consideration is whether the project involves negligible or no expansion of an existing use."

South Region Elementary School No. 5 has been open and operating for more than a year. Before the school was built, beginning in or around 2007, Los Angeles Unified School District complied with CEQA as Lead Agency for the proposed school project. This resulted in certifying an Environmental Impact Report. The current project merely amends the General Plan Land Use Map and Zoning Map to reflect the existing use of land. This amounts to a change on paper, with no corresponding change to the physical environment. The school is now an existing use. This project involves no expansion or change to the existing school, and no indirect physical change in the environment is foreseeable.

CONCLUSION

Based on the aforementioned, Staff recommends that the City Council approve the proposed resolution and the first reading of the proposed ordinance. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ALBERT G. FONTANEZ
Planning Manager

ATTACHMENTS

A: Planning Commission Resolution No. 2014-04
B: Resolution Adopting the Amendment to the General Plan Land Use Map
C: Ordinance Adopting the Amendment of the Zoning Map

ATTACHMENT “A”

Planning Commission Resolution No. 2014-04

RESOLUTION NO. 2014-04

A RESOLUTION OF THE HUNTINGTON PARK PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL AMENDMENTS TO THE CITY OF HUNTINGTON PARK GENERAL PLAN LAND USE AND ZONING MAPS IN CONNECTION WITH PROPERTIES LOCATED AT 3232 SATURN AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, August 20, 2014 at 6:30 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider recommending to the City Council the approval of a General Plan Land Use Map Amendment and a Zoning Map Amendment for properties located at 3232 Saturn Avenue and described as:

Assessor's Parcel Nos. 6323-026-900 to 6323-026-923 and 6323-027-901 to 6323-027-913, City of Huntington Park, County of Los Angeles; and

WHEREAS, the Planning Commission has considered the environmental impact information relative to the proposed amendments and entitlements; and

WHEREAS, all persons appearing for or against the project were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all written comments received prior to and at the public hearing were reviewed and considered by the Planning Commission; and

WHEREAS, the Planning Commission is required to announce its findings and recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: Based on the evidence in the Environmental Assessment Questionnaire, the Planning Commission adopts the findings in said Questionnaire and determines that the project, as proposed, will have no significant adverse effect on the environment and does not require additional environmental review and is therefore exempt

from further CEQA requirements. (Sections 15061(b)(3) and 15301 of the California Code of Regulations).

SECTION 2: The Planning Commission hereby makes the following findings in connection with the proposed General Plan and Zoning Map Amendments:

1. The proposed amendments are internally consistent with the General Plan.

   The proposed amendment to the General Plan Land Use Map will be internally consistent with the City's General Plan. The proposed amendment does not modify or alter the intent of any of the General Plan elements. The General Plan goals such as, providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional growth will continue to be met. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is internally consistent with the other elements of the General Plan.

2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience or welfare of the City.

   The proposed amendment is determined to be in the best interest, health, safety, convenience and welfare of the City. The school use is currently in operation. Prior to approval of the school, an environmental analysis was prepared by LAUSD that addressed air, noise and traffic issues. The proposed amendments will not cause additional impacts to the environment or allow any new development on the subject parcels.

3. The proposed amendments would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.

   The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the north of the subject site are zoned Low-Density Residential (RL), while properties located to the south are zoned High-Density Residential (RH). Salt Lake Park is located to the east and is zoned

Open Space (OS). The subject site is currently zoned RH. By rezoning the site to PF, the City will be eliminating the current zone nonconformity. All public school facilities in the City are located in the PF zone.

4. The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.

   LAUSD has already developed the subject site with a publicelementary` school facility. The school opened in August 2012. The use is compatible with adjoining land uses and has adequate access and provision of utilities.

5. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.

   The proposed amendment has been reviewed in compliance with the provisions of CEQA. The City has determined that the proposed amendments to the General Plan Land Use and Zoning Maps are exempt from the provisions of CEQA pursuant to the California Code of Regulations Section 15061(b)(3) ["no possibility that the activity in question may have a significant effect…"] and Section 15301 ["the project involves negligible or no expansion of an existing use"].

SECTION 3: The Planning Commission recommends that the City Council conduct a public hearing, consider all public testimony, and adopt a Resolution amending the Huntington Park General Plan Land Use Map, attached hereto as Exhibit "A".

SECTION 4: The Planning Commission recommends that the City Council conduct a public hearing, consider all public testimony, and adopt an Ordinance amending the Huntington Park Municipal Zoning Map, attached hereto as Exhibit "B".

SECTION 5: This resolution shall not become effective until 15 days after the date of decision rendered by the Planning Commission, unless within that period of time it is appealed to the City Council. The decision of the Planning Commission shall be stayed until final determination of the appeal has been effected by the City Council.

SECTION 6: The Secretary of the Planning Commission shall certify to the adoption of this resolution and a copy thereof shall be filed with the City Clerk.

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PASSED, APPROVED, AND ADOPTED this 20th day of August, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

HUNTINGTON PARK PLANNING COMMISSION

_____

Chairperson

ATTEST:

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Secretary

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ATTACHMENT “B”

Resolution Adopting the Amendment to the General Plan Land Use Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING THE GENERAL PLAN LAND USE MAP OF THE CITY OF HUNTINGTON PARK

WHEREAS, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing in the City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, September 17, at 7:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider adopting a General Plan Land Use Map Amendment for properties located at 3232 Saturn Avenue and described as:

Assessor's Parcel Nos. 6323-026-900 to 6323-026-923 and 6323-027-901 to 6323-027-913, City of Huntington Park, County of Los Angeles; and

WHEREAS, the current General Plan Land Use designation for the properties is Residential High-Density; and

WHEREAS, the City is proposing to change the General Plan Land Use designation for the properties to “Schools;” and

WHEREAS, it is essential to have a General Plan Land Use Map that ensures that land use goals, policies and strategies remain current; and

WHEREAS, the Planning Commission and City Council have analyzed the effect of the proposed General Plan Land Use Map change on the existing land uses and properties within the area with respect to the adopted land use designations; and

WHEREAS, the Planning Commission and City Council have concluded that the proposed amendment to the General Plan Land Use Map from Residential High-Density to Schools (attached hereto as Exhibit A) will be in conformance with the goals, policies and objectives of the General Plan as required by State Law; and

WHEREAS, adoption and implementation of this Resolution is exempt from the provisions of the California Environmental Quality Act (hereinafter “CEQA”) pursuant to

Sections 15061(b)(3) and 15301 of the State CEQA Guidelines (California Public Resources Code Sections 21000 et seq.).

WHEREAS, the proposed amendment to the General Plan Land Use Map is in the best interest and furtherance of the public health, safety, and general welfare; and

WHEREAS, all persons appearing for or against the recommendation to adopt the amended General Plan Land Use Map were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all oral and/or written comments received prior to and at the hearing were reviewed by the City Council.

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

SECTION 1: The recitals set forth herein above are adopted as findings of fact by the City Council.

SECTION 2: The General Plan Land Use Map of the City of Huntington Park is hereby amended as and attached hereto as Exhibit "A."

SECTION 3. The City Council hereby finds that the amendment to the General Plan Land Use Map is consistent with the City's General Plan, and the land use element included therein.

SECTION 4. Adoption of this Resolution does not become effective unless Ordinance No. _____, which amends the Official Zoning Map of the City of Huntington Park is adopted by the City Council.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution.

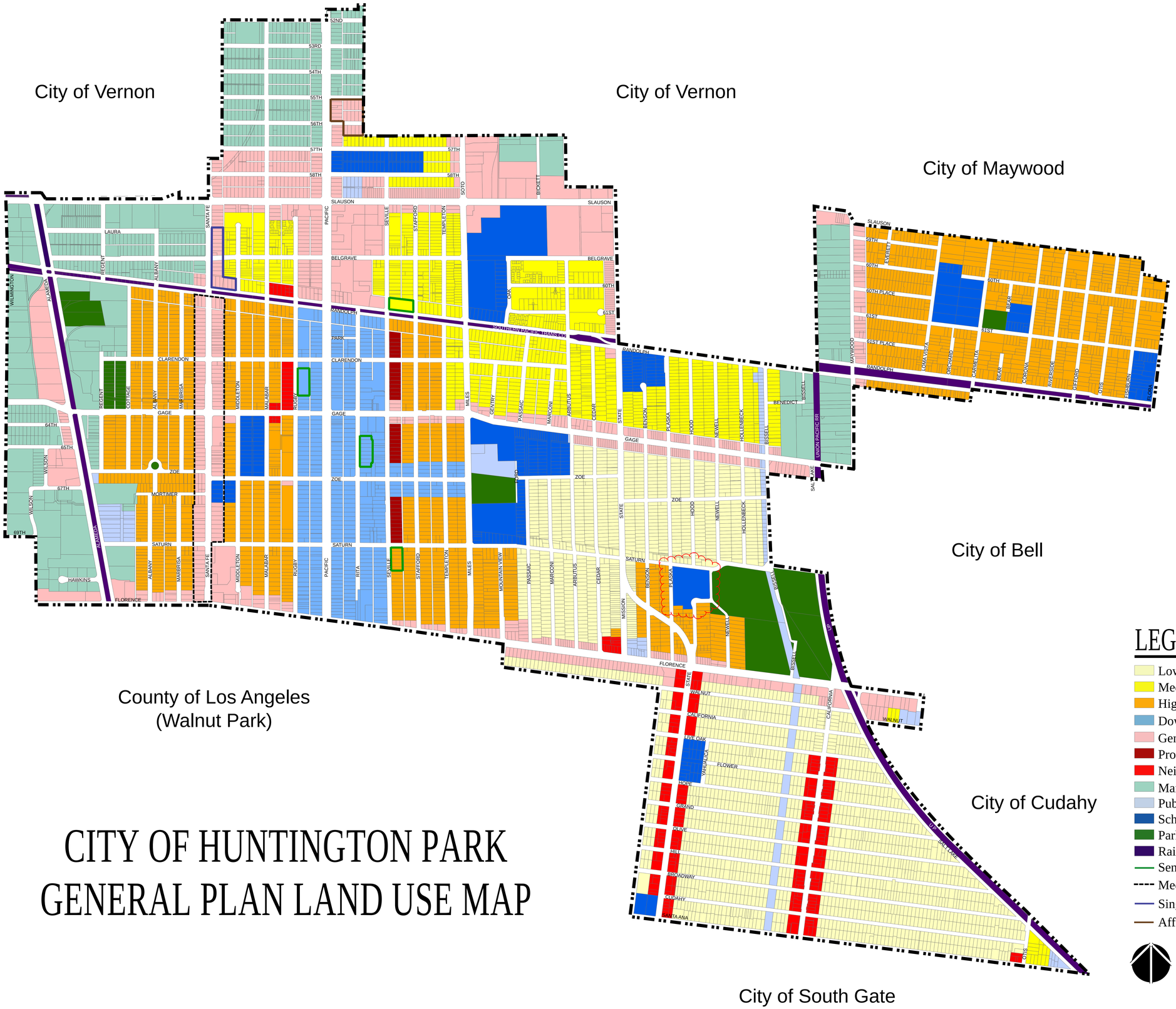
PASSED, APPROVED, AND ADOPTED this _____ day of _____ , 2014.

CITY OF HUNTINGTON PARK

_____
Rosa E. Perez, Mayor

ATTEST:

_____
City Clerk



CITY OF HUNTINGTON PARK
GENERAL PLAN LAND USE MAP

ATTACHMENT “C”

Ordinance Adopting the Amendment of the Zoning Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUNTINGTON PARK

WHEREAS, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing in the City Hall, 6550 Miles Avenue, Huntington Park, California on September 17, 2014, at 7:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider adopting a Zoning Map Amendment for properties located at 3232 Saturn Avenue and described as:

Assessor's Parcel Nos. 6323-026-900 to 6323-026-923 and 6323-027-901 to 6323-027-913, City of Huntington Park, County of Los Angeles; and

WHEREAS, the current zoning designation for the properties is R-H (High-Density Residential); and

WHEREAS, the City is proposing to change the zoning designation for the properties to PF (Public Facilities); and

WHEREAS, California law requires that a City's zoning map be consistent with the City's general plan; and

WHEREAS, a zoning map is consistent with a general plan if the various land uses authorized by the zoning map are compatible with and further the objectives, policies, general land uses, and programs specified in the general plan; and

WHEREAS, the Planning Commission and City Council have analyzed the effect of the proposed zone change on the existing land uses and properties within the area with respect to the adopted land use designations; and

WHEREAS, the Planning Commission and City Council have concluded that the proposed amendment to the zoning map from R-H (High-Density Residential) Zone to PF (Public Facilities) Zone (attached hereto as Exhibit A) will be in conformance with the goals,

policies and objectives of the General Plan as required by State Law; and

WHEREAS, adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (hereinafter "CEQA") pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines (California Public Resources Code Sections 21000 et seq.).

WHEREAS, the newly revised Zoning Map will reflect a decrease in residential zoned areas and an increase in public facilities zoned areas; and

WHEREAS, the proposed amendment to the Zoning Map is in the best interest and furtherance of the public health, safety, general welfare; and

WHEREAS, all persons appearing for or against the proposed amendment to the Zoning Map were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all oral and/or written comments received prior to and at the hearing were reviewed by the City Council.

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

SECTION 1. The recitals set forth herein above are adopted as findings of fact by the City Council.

SECTION 2. The Official Zoning Map of the City of Huntington Park is hereby amended as and attached hereto as Exhibit "A."

SECTION 3. The City Council hereby finds that the amendment to the Zoning Map is consistent with the City's General Plan, and the land use element included therein.

SECTION 4. This Ordinance shall take effect thirty (30) days after its final passage by the City Council.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance.

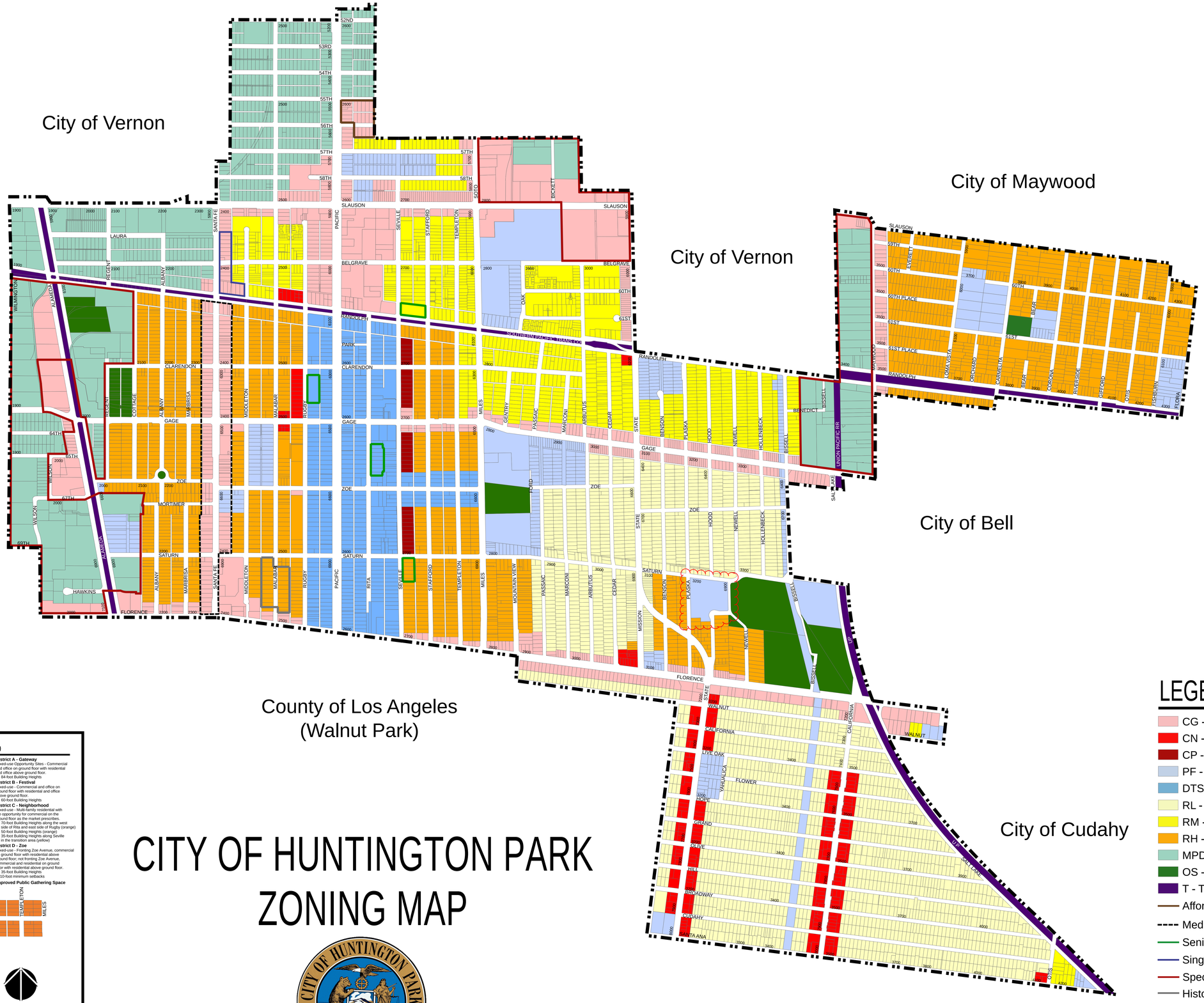
PASSED, APPROVED, AND ADOPTED this _____ day of _____ , 2014.

CITY OF HUNTINGTON PARK

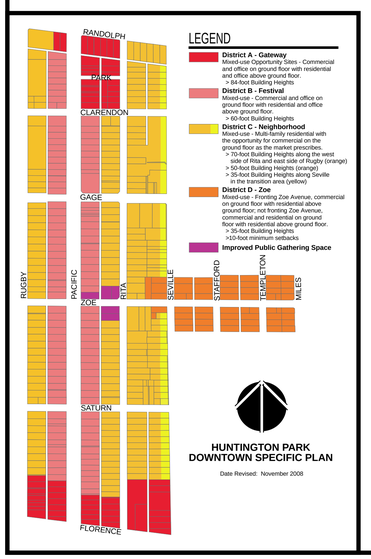
_____
Rosa E. Perez, Mayor

ATTEST:

_____
City Clerk



CITY OF HUNTINGTON PARK ZONING MAP



LEGEND

- CG - Commercial General
- CN - Commercial Neighborhood
- CP - Commercial Professional
- PF - Public Facilities
- DTSP - Downtown Huntington Park Specific Plan
- RL - Low Density Residential (8.712 du/ac)
- RM - Medium Density Residential (17.424 du/ac)
- RH - High Density Residential (20 du/ac)
- MPD - Manufacturing Planned Development
- OS - Open Space
- T - Transportation
- Affordable Housing Overlay (70 du/ac)
- Medium Density Overlay (up to 17.424 du/ac)
- Senior Citizen Housing Overlay (225 du/ac)
- Single Room Occupancy Overlay (400 du/ac)
- Special Use Overlay Zone
- Historic District Overlay

0 600' 1,200' 2,400'

Revised Effective Date: 08/01/2014

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 17, 2014

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:

FIRST READING OF AN ORDINANCE AMENDING THE ZONING MAP AND ADOPTION OF A RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR PROPERTIES LOCATED AT 6361 COTTAGE STREET, COMMONLY KNOWN AS SOUTH REGION HIGH SCHOOL NO. 7.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;

2. Consider all public testimony and staff's analysis;

3. Approve the First Reading of an Ordinance amending the Zoning Map designation from Manufacturing Planned Development (MPD) and Open Space (OS) to Public Facilities (PF) for properties located at 6361 Cottage Street; and

4. Adopt a Resolution amending the General Plan Land Use Map designation from Industrial/Manufacturing and Open Space to Schools for properties located at 6361 Cottage Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 20, 2014, the Planning Commission considered PC Case No. 2014-05 ZC/GPA and adopted Resolution 2014-05 (Attachment A) recommending to the City Council the adoption of General Plan Land Use Map and Zoning Map amendments for properties located at 6361 Cottage Street. Following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council.

The proposed Resolution (Attachment B) and proposed Ordinance (Attachment C) will amend the current General Plan Land Use Designation and Zoning Designation for the subject site from Industrial/Manufacturing and Open Space to Schools.

The proposed General Plan Land Use Designation and Zoning Designation amendments will not be in conflict with the existing surrounding land uses. The school has already been developed and is currently in use. The Los Angeles Unified School District (LAUSD) and the City solely wish to rezone the property in order to make it consistent with zoning requirements. The subject property being rezoned is entirely owned by LAUSD. None of the surrounding properties will be rezoned.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-2.1401, the City Council may amend the General Plan and Zoning Map. Public notification of the proposed amendments were published and posted, as required by State law and in accordance with the provisions of the HPMC.

The subject site is home to the newly constructed South Region High School No. 7, now known as, Linda Marquez High School. The school opened in August 2012. The school is located on the north side of Gage Avenue between Regent Street and Cottage Street. The site covers an area of 4.5 gross acres and has an irregular lot configuration.

General Plan Goals and Objectives:

Since Huntington Park is an older City with well-established land use patterns and virtually no remaining vacant land suitable for development, from time to time changes in land use will occur gradually through the recycling of existing uses. As a means of guiding future changes in land use consistent with community objectives, the City intends to implement the goals, policies and objectives contained in the Land Use Element. The land use objectives that support the proposed General Plan and Zoning Map amendments are to, *"Identify and rectify inconsistencies between current land use designations under the Huntington Park General Plan, existing land use, and zoning." and; "Provide for compatible neighboring land uses and acceptable transitions between residential, commercial, industrial, public, and transportation uses."*

Zoning Consistency:

The appropriate zoning designation for the subject properties would be PF (Public Facilities). The purpose of this zoning district is to provide for a wide range of public and quasi-public land use activities serving the residents of the City, including public schools. Thus, it is expected that the zone change will not cause adverse effects to the public interest, health, safety, or welfare. Additionally, the change in zone will be consistent with the General Plan Land Use Designation.

Findings for General Plan and Zoning Map Amendments:

In accordance with HPMC Section 9-2.1407, the following findings have been made as part of the General Plan and Zoning Map Amendment:

1. *The proposed amendment is internally consistent with the General Plan.*

   The proposed amendment to the General Plan Land Use Map will be internally consistent with the City's General Plan. The proposed amendment does not modify or alter the intent of any of the General Plan elements. The General Plan goals such as, providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional growth will continue to be met. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is internally consistent with the other elements of the General Plan.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

   The proposed amendment is determined to be in the best interest, health, safety, convenience and welfare of the City. The school use is currently in operation. Prior to approval of the school, an environmental analysis was prepared by LAUSD that addressed air, noise and traffic issues. The proposed amendments will not cause additional impacts to the environment or allow any new development on the subject parcels.

3. *The proposed amendment would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.*

   The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the north of the subject site are zoned Manufacturing Planned Development (MPD), while properties located to the south and east are zoned High-Density Residential (RH). Raul Perez Park is located to the west and is zoned Open Space (OS). The subject site is currently zoned both MPD and OS. By rezoning the site to PF, the City will be eliminating the current zone nonconformity. All public school facilities in the City are located in the PF zone.

4. *The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.*

   LAUSD has already developed the subject site with a public high school facility. The school opened in August 2012. The use is compatible with adjoining land uses and has adequate access and provision of utilities.

5. *The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.*

   The proposed amendment has been reviewed in compliance with the provisions of CEQA. The City has determined that the proposed amendments to the General Plan Land Use and Zoning Maps are exempt from the provisions of CEQA pursuant to Title 14 of the California Code of Regulations Section 15061(b)(3) ["no possibility that the activity in question may have a significant effect…"] and Section 15301 ["the project involves negligible or no expansion of an existing use"].

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

Per the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is categorically exempt pursuant to Sections 15061(b)(3) and 15301 of the California Code of Regulations.

CEQA Guidelines section 15061(b)(3)—referred to as the "common sense" exemption — provides that where there is "no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Guidelines section 15301 provides an exemption for "Existing Facilities." This section states: "The key consideration is whether the project involves negligible or no expansion of an existing use."

South Region High School No. 7 has been open and operating for more than a year. Before the school was built, beginning in or around 2005, Los Angeles Unified School District complied with CEQA as Lead Agency for the proposed school project. This resulted in certifying an Environmental Impact Report. The current project merely amends the General Plan Land Use Map and Zoning Map to reflect the existing use of land. This amounts to a change on paper, with no corresponding change to the physical environment. The school is now an existing use. This project involves no expansion or change to the existing school, and no indirect physical change in the environment is foreseeable.

CONCLUSION

Based on the aforementioned, Staff recommends that the City Council approve the proposed resolution and the first reading of the proposed ordinance. If approved, the second reading and final adoption will be scheduled for a subsequent City Council meeting.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ALBERT G. FONTANEZ
Planning Manager

ATTACHMENTS

A: Planning Commission Resolution No. 2014-05
B: Resolution Adopting the Amendment to the General Plan Land Use Map
C: Ordinance Adopting the Amendment of the Zoning Map

ATTACHMENT “A”

Planning Commission Resolution No. 2014-05

RESOLUTION NO. 2014-05

A RESOLUTION OF THE HUNTINGTON PARK PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL AMENDMENTS TO THE CITY OF HUNTINGTON PARK GENERAL PLAN LAND USE AND ZONING MAPS IN CONNECTION WITH PROPERTIES LOCATED AT 6361 COTTAGE STREET, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, August 20, 2014 at 6:30 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider recommending to the City Council the approval of a General Plan Land Use Map Amendment and a Zoning Map Amendment for properties located at 6361 Cottage Street and described as:

Assessor's Parcel Nos. 6321-008-901, 6321-008-903 to 6321-008-905, 6321-008-910 to 6321-008-914, and 6321-017-900 to 6321-017-924, City of Huntington Park, County of Los Angeles; and

WHEREAS, the Planning Commission has considered the environmental impact information relative to the proposed amendments and entitlements; and

WHEREAS, all persons appearing for or against the project were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all written comments received prior to and at the public hearing were reviewed and considered by the Planning Commission; and

WHEREAS, the Planning Commission is required to announce its findings and recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: Based on the evidence in the Environmental Assessment Questionnaire, the Planning Commission adopts the findings in said Questionnaire and determines that the project, as proposed, will have no significant adverse effect on the

environment and does not require additional environmental review and is therefore exempt from further CEQA requirements. (Sections 15061(b)(3) and 15301 of the California Code of Regulations).

SECTION 2: The Planning Commission hereby makes the following findings in connection with the proposed General Plan and Zoning Map Amendments:

1. The proposed amendments are internally consistent with the General Plan.

   The proposed amendment to the General Plan Land Use Map will be internally consistent with the City's General Plan. The proposed amendment does not modify or alter the intent of any of the General Plan elements. The General Plan goals such as, providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional growth will continue to be met. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is internally consistent with the other elements of the General Plan.

2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience or welfare of the City.

   The proposed amendment is determined to be in the best interest, health, safety, convenience and welfare of the City. The school use is currently in operation. Prior to approval of the school, an environmental analysis was prepared by LAUSD that addressed air, noise and traffic issues. The proposed amendments will not cause additional impacts to the environment or allow any new development on the subject parcels.

3. The proposed amendments would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.

   The proposed amendment will contribute to an appropriate balance of land uses in the City. Properties located to the north of the subject site are zoned Manufacturing Planned Development (MPD), while properties located to the

south and east are zoned High-Density Residential (RH). Raul Perez Park is located to the west and is zoned Open Space (OS). The subject site is currently zoned both MPD and OS. By rezoning the site to PF, the City will be eliminating the current zone nonconformity. All public school facilities in the City are located in the PF zone.

4. The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.

   LAUSD has already developed the subject site with a public high school facility. The school opened in August 2012. The use is compatible with adjoining land uses and has adequate access and provision of utilities.

5. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.

   The proposed amendment has been reviewed in compliance with the provisions of CEQA. The City has determined that the proposed amendments to the General Plan Land Use and Zoning Maps are exempt from the provisions of CEQA pursuant to the California Code of Regulations Section 15061(b)(3) ["no possibility that the activity in question may have a significant effect…"] and Section 15301 ["the project involves negligible or no expansion of an existing use"].

SECTION 3: The Planning Commission recommends that the City Council conduct a public hearing, consider all public testimony, and adopt a Resolution amending the Huntington Park General Plan Land Use Map, attached hereto as Exhibit "A".

SECTION 4: The Planning Commission recommends that the City Council conduct a public hearing, consider all public testimony, and adopt an Ordinance amending the Huntington Park Municipal Zoning Map, attached hereto as Exhibit "B".

SECTION 5: This resolution shall not become effective until 15 days after the date of decision rendered by the Planning Commission, unless within that period of time it is

appealed to the City Council. The decision of the Planning Commission shall be stayed until final determination of the appeal has been effected by the City Council.

SECTION 6: The Secretary of the Planning Commission shall certify to the adoption of this resolution and a copy thereof shall be filed with the City Clerk.

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PASSED, APPROVED, AND ADOPTED this 20th day of August, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

HUNTINGTON PARK PLANNING COMMISSION

_____

Chairperson

ATTEST:

_____

Secretary

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ATTACHMENT “B”

Resolution Adopting the Amendment to the General Plan Land Use Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING THE GENERAL PLAN LAND USE MAP OF THE CITY OF HUNTINGTON PARK

WHEREAS, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing in the City Hall, 6550 Miles Avenue, Huntington Park, California on Monday, September 15, at 7:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider adopting a General Plan Land Use Map Amendment for properties located at 6361 Cottage Street and described as:

Assessor's Parcel Nos. 6321-008-901, 6321-008-903 to 6321-008-905, 6321-008-910 to 6321-008-914, and 6321-017-900 to 6321-017-924, City of Huntington Park, County of Los Angeles; and

WHEREAS, the current General Plan Land Use designation for the properties is Industrial Manufacturing / Parks and Recreation; and

WHEREAS, the City is proposing to change the General Plan Land Use designation for the properties to “Schools;” and

WHEREAS, it is essential to have a General Plan Land Use Map that ensures that land use goals, policies and strategies remain current; and

WHEREAS, the Planning Commission and City Council have analyzed the effect of the proposed General Plan Land Use Map change on the existing land uses and properties within the area with respect to the adopted land use designations; and

WHEREAS, the Planning Commission and City Council have concluded that the proposed amendment to the General Plan Land Use Map from Industrial Manufacturing / Parks and Recreation to Schools (attached hereto as Exhibit A) will be in conformance with the goals, policies and objectives of the General Plan as required by State Law; and

WHEREAS, adoption and implementation of this Resolution is exempt from the

provisions of the California Environmental Quality Act (hereinafter "CEQA") pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines (California Public Resources Code Sections 21000 et seq.).

WHEREAS, the proposed amendment to the General Plan Land Use Map is in the best interest and furtherance of the public health, safety, and general welfare; and

WHEREAS, all persons appearing for or against the recommendation to adopt the amended General Plan Land Use Map were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all oral and/or written comments received prior to and at the hearing were reviewed by the City Council.

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

SECTION 1: The recitals set forth herein above are adopted as findings of fact by the City Council.

SECTION 2: The General Plan Land Use Map of the City of Huntington Park is hereby amended as and attached hereto as Exhibit "A."

SECTION 3. The City Council hereby finds that the amendment to the General Plan Land Use Map is consistent with the City's General Plan, and the land use element included therein.

SECTION 4. Adoption of this Resolution does not become effective unless Ordinance No. _____, which amends the Official Zoning Map of the City of Huntington Park is adopted by the City Council.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution.

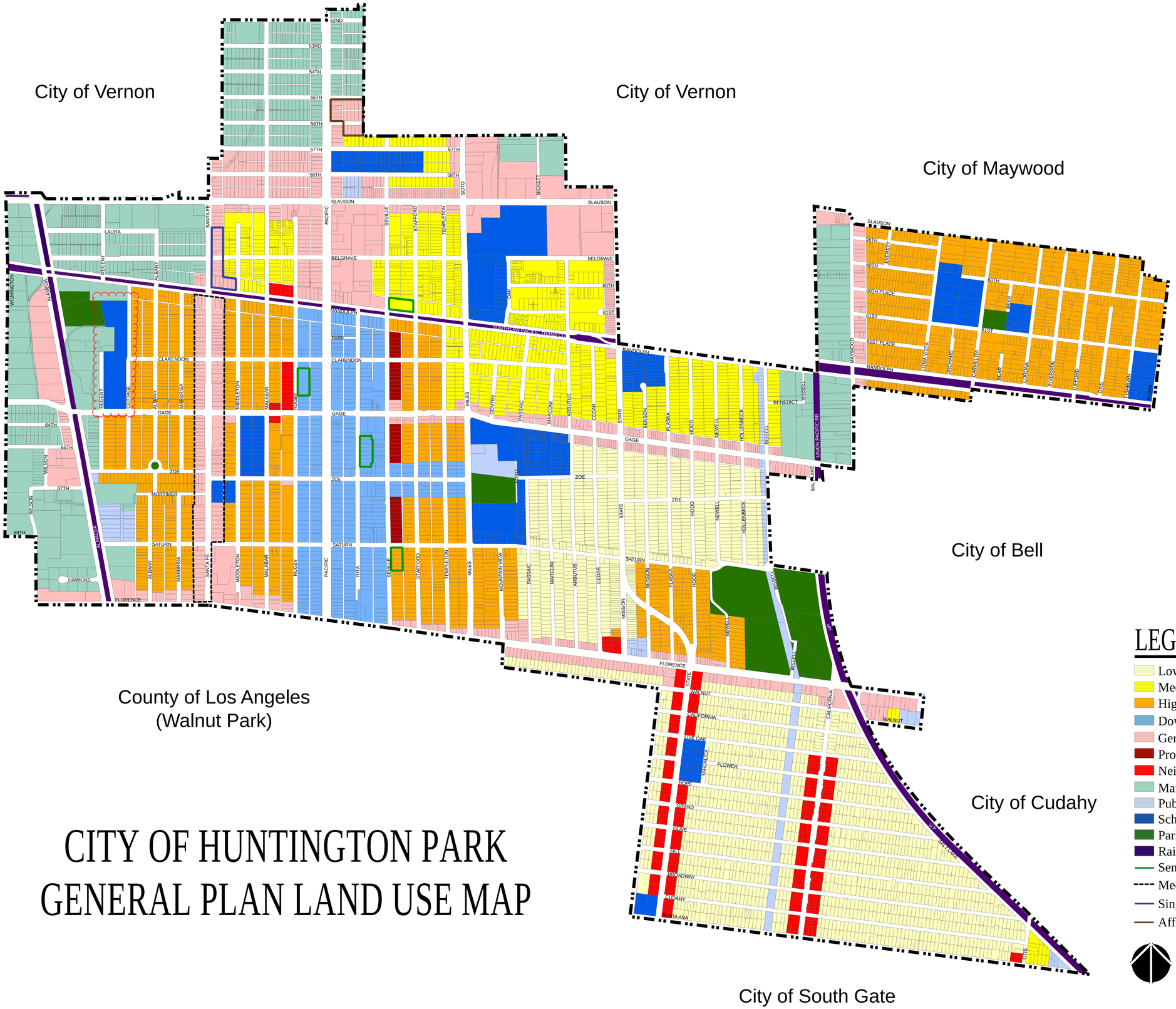
PASSED, APPROVED, AND ADOPTED this _____ day of _____ , 2014.

CITY OF HUNTINGTON PARK

_____
Rosa E. Perez, Mayor

ATTEST:

_____
City Clerk



CITY OF HUNTINGTON PARK GENERAL PLAN LAND USE MAP

LEGEND

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Downtown Huntington Park Specific Plan
- General Commerical
- Professional Commercial
- Neighborhood Commercial
- Manufacturing Planned Development
- Public Facilities
- Schools
- Parks and Recreation
- Rail Transportation Corridor
- Senior Citizen Housing Overlay (up to 225 du/ac)
- Medium Density Overlay (up to 17.4 du/ac)
- Single Room Occupancy Overlay (up to 400 du/ac)
- Affordable Housing Overlay (up to 70 du/ac)

0 600' 1,200' 2,400'

Revised Effective Date: 08/01/2013

ATTACHMENT “C”

Ordinance Adopting the Amendment of the Zoning Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUNTINGTON PARK

WHEREAS, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing in the City Hall, 6550 Miles Avenue, Huntington Park, California on September 17, 2014, at 7:00 p.m. pursuant to the notice published and posted as required by law in accordance with the provisions of the Huntington Park Municipal Code and the California Environmental Quality Act, to consider adopting a Zoning Map Amendment for properties located at 6361 Cottage Street and described as:

Assessor's Parcel Nos. 6321-008-901, 6321-008-903 to 6321-008-905, 6321-008-910 to 6321-008-914, and 6321-017-900 to 6321-017-924, City of Huntington Park, County of Los Angeles; and

WHEREAS, the current zoning designation for the properties is MPD (Manufacturing Planned Development) and OS (Open Space); and

WHEREAS, the City is proposing to change the zoning designation for the properties to PF (Public Facilities); and

WHEREAS, California law requires that a City's zoning map be consistent with the City's general plan; and

WHEREAS, a zoning map is consistent with a general plan if the various land uses authorized by the zoning map are compatible with and further the objectives, policies, general land uses, and programs specified in the general plan; and

WHEREAS, the Planning Commission and City Council have analyzed the effect of the proposed zone change on the existing land uses and properties within the area with respect to the adopted land use designations; and

WHEREAS, the Planning Commission and City Council have concluded that the proposed amendment to the zoning map from MPD (Manufacturing Planned Development) and OS (Open Space) Zone to PF (Public Facilities) Zone (attached hereto as Exhibit A) will

be in conformance with the goals, policies and objectives of the General Plan as required by State Law; and

WHEREAS, adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (hereinafter "CEQA") pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines (California Public Resources Code Sections 21000 et seq.).

WHEREAS, the newly revised Zoning Map will reflect a minimal decrease in industrial zoned areas and a minimal increase in public facilities zoned areas; and

WHEREAS, the proposed amendment to the Zoning Map is in the best interest and furtherance of the public health, safety, general welfare; and

WHEREAS, all persons appearing for or against the proposed amendment to the Zoning Map were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all oral and/or written comments received prior to and at the hearing were reviewed by the City Council.

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

SECTION 1. The recitals set forth herein above are adopted as findings of fact by the City Council.

SECTION 2. The Official Zoning Map of the City of Huntington Park is hereby amended as and attached hereto as Exhibit "A."

SECTION 3. The City Council hereby finds that the amendment to the Zoning Map is consistent with the City's General Plan, and the land use element included therein.

SECTION 4. This Ordinance shall take effect thirty (30) days after its final passage by the City Council.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ , 2014.

CITY OF HUNTINGTON PARK

_____
Rosa E. Perez, Mayor

ATTEST:

_____
City Clerk

CITY OF HUNTINGTON PARK ZONING MAP

City of Vernon

City of Los Angeles

City of Vernon

City of Maywood

City of Maywood

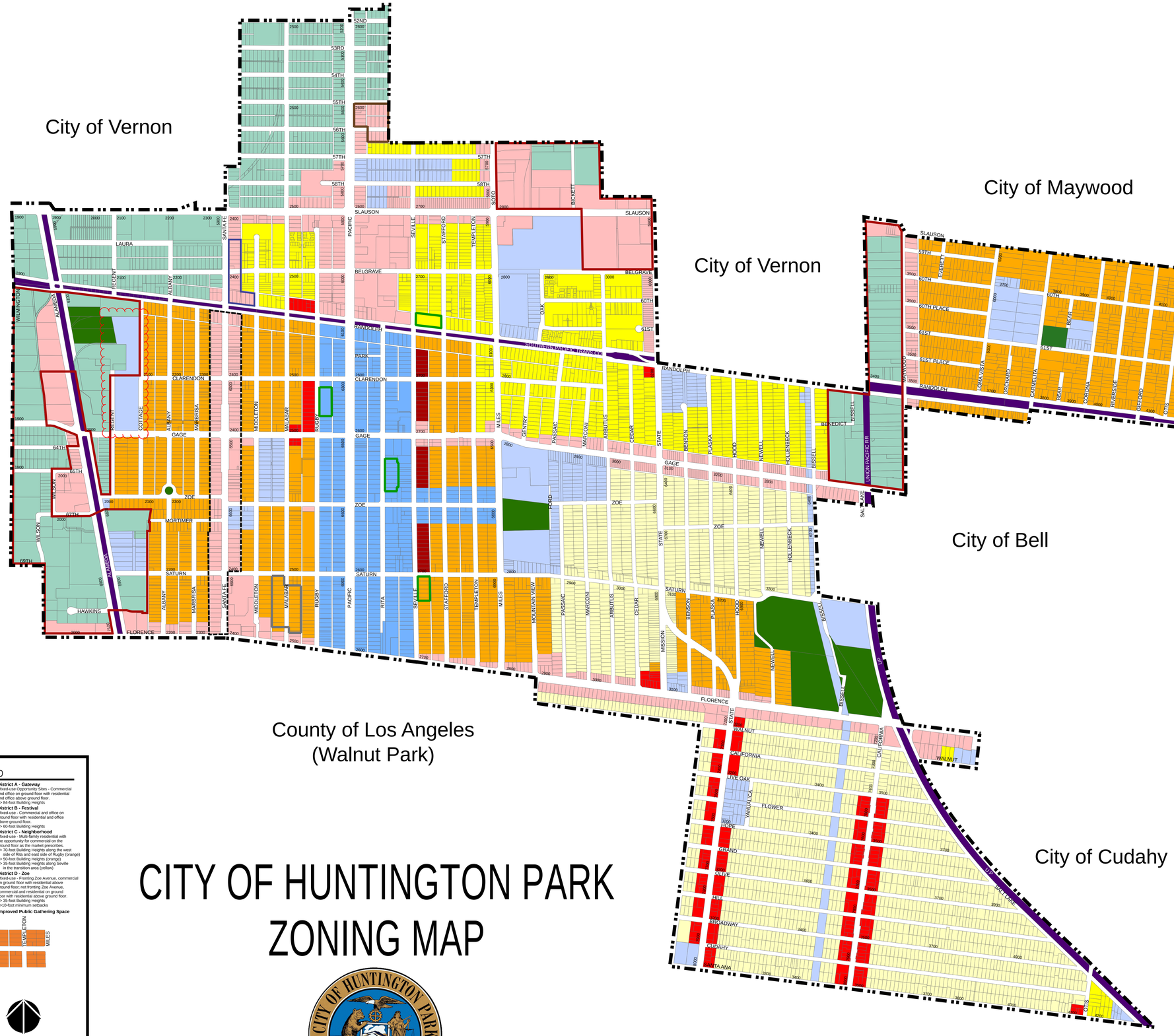
County of Los Angeles

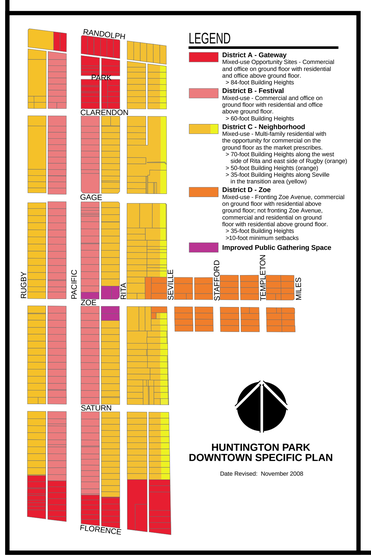
City of Bell

County of Los Angeles (Walnut Park)

City of Cudahy

City of South Gate





LEGEND

- CG - Commercial General
- CN - Commercial Neighborhood
- CP - Commercial Professional
- PF - Public Facilities
- DTSP - Downtown Huntington Park Specific Plan
- RL - Low Density Residential (8.712 du/ac)
- RM - Medium Density Residential (17.424 du/ac)
- RH - High Density Residential (20 du/ac)
- MPD - Manufacturing Planned Development
- OS - Open Space
- T - Transportation
- Affordable Housing Overlay (70 du/ac)
- Medium Density Overlay (up to 17.424 du/ac)
- Senior Citizen Housing Overlay (225 du/ac)
- Single Room Occupancy Overlay (400 du/ac)
- Special Use Overlay Zone
- Historic District Overlay

0 600' 1,200' 2,400'

Revised Effective Date: 08/01/2014

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 17, 2014

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:

RESOLUTION TO AWARD A CONTRACT TO CLEAN UP A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET (SOUTHLAND STEEL SITE)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Resolution authorizing the City to enter into a Project Contract with Innovative Construction Solutions, Inc. to clean up contaminated property located at 5959-6169 South Alameda Street, also known as "Southland Steel" property for an amount of $870,982, which approval will be contingent upon the Department of Finance approving the recordation of a deed of trust on the property, securing payment of the DTSC loan described in this staff report

2. Approve a contingency cost for the project budget in an amount not to exceed 20 percent ($174,196) of the contract amount, and authorize the City Manager to execute change orders in an amount not to exceed this budget contingency.

3. Authorize the City Manager to execute the contract

BACKGROUND

On October 31, 2006, the former Community Development Commission, now Successor Agency (Agency), entered into an agreement with the Department of Toxic Substances Control (DTSC) for participation under the California Land Reuse and Revitalization Act Program to clean-up a brownfield property located at 5959-6169 S. Alameda Street (Southland Steel Site). The agreement requires that the Agency prepare a Response Plan to remediate the subject property. On August 5, 2014, the DTSC approved the Agency's Response Plan for public review and comment. The Plan outlines methods for remediation of the soil, soil vapor and groundwater, which include:

1. ***Soil:*** Excavation and off-site disposal of lead, arsenic, cadmium, pesticides and other metals at 8 areas to 2 to 5 feet

2. ***Soil vapor:*** Excavation and off-site disposal of 8 areas, 3 areas will require additional soil removal with high concentrations of VOCs at 5 to 10 feet

3. ***Groundwater:*** installation of 4 additional groundwater wells and two rounds of samples of groundwater from new and existing wells over a three month period.

On August 11, 2014, the City solicited bids from qualified firms to implement cleanup work for the soil and soil vapor in accordance with the Response Plan. A mandatory bid meeting was held on Aug. 14. On Sept. 4 the City received eight sealed bids, with the lowest bidder at $870,982 and highest bidder at $2,450,800. Attachment B includes a summary of bids. The City's construction manager, Geosyntec, reviewed the lowest bid, submitted by Innovative Construction Solutions, Inc., and determined it to be responsive. Geosyntec also checked the references and materials and concluded that they are also responsible.

The work for the groundwater is currently being conducted by the Geosyntec. Staff recommends that the City award a contract to the lowest responsive bidder, Innovative Construction Inc., to conduct remediation of the soil and soil vapor in an amount of $870,982. It is anticipated that the work will take approximately 4-6 weeks. Additionally, due to the complexity of the work involved in the remediation of brownfields projects, staff recommends that the City Council approve a 20 percent ($174,196) contingency to be included as part of the project budget, which will cover costs for anticipated additional excavation and confirmation testing. The nature of remediation projects that utilize excavation and disposal cannot provide 100 percent confidence in the location of the contaminants, this is why staff is recommending a contingency which would account for this anticipated work.

Brownfield Revolving Loan Fund Program and Environmental Protection Agency Grant Program

On March 3, 2014, the City Council authorized staff to apply for funding in an amount of $1,000,000 ($800,000 loan/$200,000 grant) to finance the clean-up of the Southland Steel property under the California Brownfields Revolving Loan Fund Program administered by the DTSC. The $800,000 loan requires that the Successor Agency execute a Deed of Trust to be recorded as collateral on the Southland Steel property concurrently with the completion of the cleanup. This Deed of Trust must also be approved by the Oversight Board and Department of Finance. In addition to funding from the DTSC, in 2009 the City received a $200,000 cleanup grant from the Environmental Protection Agency (EPA). This grant expires on October 31, 2014.

The use of these two funding sources is restricted to remediation of the Southland Steel property. Staff has determined that the most efficient approach to proceed with the use

of these funds and begin remediation work in an expeditious manner is for the City to contract the work.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. The estimated costs for soil and soil vapor remediation are estimated at **$1,045,178**, which includes a 20 percent contingency factor. These expenses will be paid from the $800,000 loan/$200,000 grant from the DTSC and from the $200,000 EPA grant. The $800,000 loan will be paid from sale proceeds of the Southland Steel property.

CONTRACTING PROCESS

In accordance with established City protocol, the City of Huntington Park Municipal Code, and the California Public Contract Code, this project was contracted on an open competitive bid basis. A request for sealed bids was published on August 11, 2014, and the bids were publicly opened in the order received on the due date of September 4, 2014. The bids have been reviewed staff is recommending that the contract be awarded to the lowest responsible and responsive bidder.

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

DTSC is the oversight agency responsible for carrying out and approving hazardous waste-related projects having the potential to affect the environment, including voluntary clean-up projects. DTSC issued a Notice of Exemption for the for the Southland Steel project, concluding that the project will not result in significant environmental effects.

LEGAL AND PROGRAM REQUIREMENTS

Cleanup for soil cannot commence until a 30-day public review period of the Response Plan expires (September 12, 2014), and DTSC provides final approval for implementation of the Response Plan. It is important to note that the sale of the property cannot be completed until soil and soil vapor clean-up is completed and liability for groundwater contamination is resolved, based on well groundwater investigations.

CONCLUSION

Upon approval by City Council, the City Manager will sign the contract and issue a notice to proceed for the work.

Respectfully submitted,

JULIO MORALES
Interim City Manager

ATTACHMENTS

Attachment A – Resolution
Attachment B – List of Bids
Attachment C – Project Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK CONDITIONALLY AUTHORIZING THE CITY TO ENTER INTO A PROJECT CONTRACT WITH INNOVATIVE CONSTRUCTION SOLUTIONS, INC. FOR THE FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

RECITALS:

A. WHEREAS, the Successor Agency of the former Community Development Commission of the City of Huntington Park (the "Successor Agency") has previously taken certain actions with respect to the disposition of the real property located at 5959-6169 South Alameda Street, Huntington Park, California (the "Property") in accordance with the Long Range Property Management Plan; and

B. WHEREAS, the Property is also known as the Former Southland Steel Site; and

C. WHEREAS, on October 31, 2006 the Community Development Commission of the City of Huntington Park ("CDC") and the State of California Department of Toxic Substances Control ("State DTSC") entered into that certain agreement entitled "Standard Agreement for Participation Under California Land Reuse and Revitalization Act (CLRRA) Program Agreement Number HAS-A-05/06-029" (the "Clean-Up Agreement"); and

D. WHEREAS, pursuant to the Clean-Up Agreement, State DTSC found that the Property "is real property located in an urban infill area and its redevelopment is complicated by the presence of hazardous materials"; and

E. WHEREAS, pursuant to the Clean-Up Agreement, the Successor Agency submitted a response plan ("Response Plan") for the remediation of the Property, which was approved by the STATE DTSC, and the Successor Agency, as the successor in interest to the CDC, is obligated to implement the Response Plan; and

F. WHEREAS, the Successor Agency has determined that the marketability and sales price of the Property will be substantiality increased by the implementation of the Response Plan and remediation of the Property; and

G. WHEREAS, the City of Huntington Park (the "City") and the State DTSC have entered into that certain loan agreement entitled "Brownfields Loan Agreement No. BRLF-002-2014", dated August 24, 2014 (the "State DTSC Clean-Up Loan Agreement"), pursuant to which the City has obtained a loan in the principal amount of $800,000 (the "State DTSC Loan") for the purpose of paying for a portion of the cost of environmental response and clean-up of the Property, subject to certain conditions; and

H. WHEREAS, the City and the State DTSC have entered into that certain "Brownfields Subgrant Agreement No. BRLF-001-2014", dated August 24, 2014 (the "State DTSC Subgrant Agreement"), pursuant to which the City has obtained a grant in the principal amount of up to $200,000 (the "State DTSC Grant") for the purpose of paying for a portion of the cost of environmental response and clean-up of the Property, subject to certain conditions; and

I. WHEREAS, the City and the U.S. Environmental Protection Agency have entered into that certain Cooperative Agreement No. BF-00T30201-0, pursuant to which the City has obtained a grant in the principal amount of up to $200,000 (the "EPA Grant") for the purpose of paying for a portion of the cost of environmental response and clean-up of the Property, subject to certain conditions; and

J. WHEREAS, the Successor Agency has requested that the City contract for the remediation of the Former Southland Steel Site, using the funds obtained by the City from the State DTSC Loan, the State DTSC Grant, and the EPA Grant;

K. WHEREAS, a condition of the disbursement of the proceeds of the State DTSC Loan to the City is that the City shall cause a deed of trust securing the repayment of the State DTSC Loan to be recorded on the Property; and

L. WHEREAS, the Successor Agency, by adoption of Resolution No. SA 2014-3 on August 26, 2014, has authorized the City to cause a deed of trust securing the

repayment of the State DTSC Loan to be recorded on the Property, and for the State DTSC Loan to be repaid out of the proceeds of the sale of the Property, subject to the approval of the Oversight Board and the State Department of Finance; and

M. WHEREAS, on August 11, 2014, the City issued the Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project, as described therein; and

N. WHEREAS, in response to the Notice Inviting Sealed Bids, the City received eight (8) bids on September 4, 2014, and has determined that the bid submitted by Innovative Construction Solutions, Inc. in the amount of $870,982 is the lowest responsive bid.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The City Council hereby accepts the bid of Innovative Construction Solutions, Inc. an amount of $870,982 for the Former Southland Steel Site Remediation Project, which approval is contingent upon the Department of Finance approving the recordation of a deed of trust on the Property securing repayment of the DTSC Loan, and authorizing repayment of the DTSC Loan out of the proceeds of the sale of the Property.

Section 2. The City Manager is hereby authorized to, upon satisfaction of the condition in Section 1, execute the contract, and to execute all other documents and take all other actions necessary to implement the Former Southland Steel Site Remediation Project.

PASSED AND ADOPTED this ____ day of September, 2014.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF HUNTINGTON PARK BID OPENING

Southland Steel
5959 Alameda Street

DATE: September **4, 2014** TIME: 2**:00 p.m.** PLACE: **City Clerk Office**

BIDDER	AMOUNT	RANK
MP Environmental Services, Inc. Po Box 80358 Bakersfield, Ca 93380	$1,370,201.68	7
ENCON Technoloties Inc. 12145 Mora Drive #7 Santa Fe Springs, CA 90670	$1,259,906.00	6
American Integrated Services, Inc. PO Box 92316 Long Beach, CA 90809	$1,070,922.50	3
Aman Environmental Construction, Inc. 614 E. Edna Place Covina, CA 91723	$984,279.00	2
B&D Construction Co., Inc. 145 N. 10th Ave. Upland, CA 91786	$1,109,236.50	4
Minako American Corporation Dba: Minco Construction 522 E Airline Way Gardena, CA 90248	$2,450,800.00	8
Innovative Construction Solutions 4011 W. Chandler Ave. Santa Ana, CA 92704	$870,982.00	1
Wayne Perry, Inc. 8281 Commonwealth Ave. Buena Park, CA 90621	$1,164,065.00	5

SECTION 00600

PROJECT CONTRACT

CITY OF HUNTINGTON PARK

AGREEMENT FOR FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

THIS AGREEMENT (the "Agreement" or "Contract") is made and entered this September __ 2014, by and between the City OF HUNTINGTON PARK, a California municipal corporation ("City") and Innovative Construction Solutions, Inc. ("Contractor"). Contractor's license number is 764815.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. THE CONTRACT DOCUMENTS. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the bonds, permits from regulatory agencies with jurisdiction, General Contract Conditions, Supplementary Contract Conditions, Special Provisions, Technical Specifications (including Attachments A-E of the Bid Book), Project Plans, Standard Plans, Standard Specifications, Addenda, Change Orders, Supplemental Agreements, and the complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. For purposes of this Contract, the capitalized term "Bid Book" means and refers to the bound set of Bidding Documents which were originally made available to prospective Bidders beginning on August 11, 2014 as per the City's Notice Inviting Bids for the Project.

2. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as SOUTHLAND STEEL SITE REMEDIATION PROJECT ("Project"), as described in this Agreement and in the Contract Documents, which are on file with the Department of Public Works and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (commonly known as the "Greenbook"), including supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California (collectively "Standard Specifications"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

3. Extra Work. Extra work, when ordered in writing by the City's Construction Manager and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the City's Construction Manager. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the City's Construction Manager, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

4. Effective Date. This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.

5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of **Eight Hundred Seventy Thousand Nine Hundred Eighty Two dollars ($870,982)** in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

7. Payments. City shall make payments within thirty (30) days after receipt of undisputed and properly submitted payment requests from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days, after receipt and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

8. Substitute Security.

a. At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.

b. Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.

c. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

d. If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the

subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

e. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit "A."

10. Time. Upon receipt of written Notice to Proceed from the City, Contractor shall perform with due diligence the services requested by the City as specified in the Bid Documents. Time is of the essence in this Agreement. All work under this Agreement shall be completed no later than _____, 2014.

11. Unresolved Disputes. In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall notify City promptly of its intention to submit a claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and City of Huntington Park procedures for claims against the City shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Default and Remedies.

a. Default shall consist of any failure by the Contractor to perform under this Agreement or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Agreement. Actions which constitute a default include, but are not limited to: (1) failure to submit to the City reports which are required pursuant to this Agreement or the submission of required reports that are incorrect or incomplete; (2) submission of requests for payment or reimbursement of amounts that are incorrect or incomplete; (3) the failure of Contractor to accept any additional conditions which may be required by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency; or (4) failure to perform any activity required by this Agreement.

b. Upon occurrence of any default, the City shall advise Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the Agreement. If Contractor does not cure the default within thirty (30) days of receipt of written notice from the City, the City may continue the suspension or, by written notice of termination, may terminate this Agreement.

c. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Agreement, and the City may deduct the

amount of damages from any outstanding payments to Contractor or may withhold payments until such time as the exact amount of the damages is determined.

13. Termination.

a. The City may cancel this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

b. If federal funding for this Agreement is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement.

c. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased by the Contractor pursuant to this Agreement shall, at the option of the City, become the City's property, and Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any work satisfactorily completed hereunder.

14. Indemnity.

a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Bid Protests. In addition to its obligations pursuant to Section 14(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.

c. Civil Code Exception. Nothing in Section 14(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the Agreement is subject to Civil Code section 2782(b).

d. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they 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 indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

e. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

f. Survival. The provisions of this Section 14 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

15. Record-Keeping and Reporting.

a. *Records to be Kept*. Records shall be maintained in accordance with the requirements prescribed by the Environmental Protection Agency ("EPA") or the City with respect to all matters covered by this Agreement. Such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement. Additionally, pursuant to Government Code Section 8546.7, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

b. *Documentation of Costs*. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

c. *Inspection of Records*. At any time during normal business hours and as often as City, EPA and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to any of these entities for examination all of its records, with respect to all matters covered by this Agreement, and will permit any of these entities to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.

16. Lobbying Certifications. The Federal Lobbyist Requirements Certification is attached hereto and incorporated herein by this reference. Contractor shall complete and file this Certification as required by the City.

17. Utilities. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

18. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

19. Antitrust Claims. Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

20. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq*., which is incorporated herein by this reference.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be, and shall ensure all subcontractors are not, debarred, suspended or placed in eligibility status under the provisions of 24 C.F.R.

Part 24 throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code sections 1777.1 or 1777.7.

24. Anti-Discrimination. Contractor shall adhere to all federal discrimination requirements, including Executive Order 11246, as listed in the Federal Discrimination Provisions, which is attached hereto and incorporated herein by this reference. Contractor shall also adhere to the Equal Employment Opportunity Regulations for Federally Assisted Construction Contracts, which is attached hereto and incorporated herein by this reference. Contractor shall ensure equal opportunity to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

25. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

26. Civil Rights. The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

27. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color or national origin.

28. Conflicts of Interest.

a. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

b. No official, officer, employee, or agent of the City or Contractor shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said officials, officers, employees, and agents are similarly barred from having any financial interest in the program.

29. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

30. Davis-Bacon Act, Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. City and Contractor acknowledge that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon Act ((40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5)) and related acts, are incorporated by this reference and will be enforced. Contractor

understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm), the higher of the two will prevail. The rates per diem for each type of worker are on file with the Public Works Director at City Hall at the address listed below, and are available to anyone upon request.

31. Contract Work Hours and Safety Standards Act. In employing mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 327 *et seq*.), as supplemented by Department of Labor Regulations contained in 29 C.F.R. Parts 3, 5 and 5a. Contractor shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than forty (40) hours in that workweek, except as provided in the Contract Work Hours and Safety Standards Act. When a violation occurs, Contractor is liable to the affected employee for the employee's unpaid wages and to the City for liquidated damages equal to ten dollars ($10) for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

32. Federal Labor Provisions.

A. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor obtained by City, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Contractor and all subcontractors shall include the name of the City employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) Contractor and all subcontracts entered into under this Agreement shall provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination: and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Withholding. The City, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of

wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of wages required by the contract, EPA may, after written notice to the Contractor, or City take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

D. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for transmission to the EPA, if requested by EPA, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City.

(B) Each payroll submitted to the City shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following;

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph C.(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the Contractor, City, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or-her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice

prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event, the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements o Executive Order 11246, as amended, and 29 CFR Part 30.

F. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

G. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

H. Contract Termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

I. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

J. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes

shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors), the City, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives.

K. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

33. Overtime.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages. The *City,* ("City") upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

34. California Labor Provisions.

a. Public Work

Contractor acknowledges that the Project is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

b. Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

c. Failure to Pay Prevailing Rates

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.

d. Payroll Records

Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

e. Apprentices

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

f. Debarment or Suspension

Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor or any subcontractor becomes debarred or suspended throughout the duration of the Project, Contractor shall immediately notify City.

g. Hours

Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 11/2 times the basic rate of pay.

h. Subcontractors

For every subcontractor who will perform Work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of the provisions in this Section 35 and a requirement that each subcontractor shall comply with those provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

i. Prevailing Wage Indemnity

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 35 by any person (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section 35.i shall survive termination of the Contract.

35. Energy Conservation Requirements. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

36. Clean Air/Clean Water Requirements. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement. Contractor acknowledges that funding for this Agreement includes funds provided by the Environmental

Protection Agency and the California Department of Toxic Substances Control, and agrees to comply with all regulations and lawful orders arising from that funding.

38. Bonds. Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. Contractor shall also obtain a one-year warranty bond in an amount that is not less than the total compensation amount of this Agreement and in a form approved by the City Attorney and shall deliver this bond to the City before the City's acceptance of the project; alternatively, the Contractor shall submit written evidence from the surety of an extension to its performance bond, to be effective for a year after acceptance by the City, and shall submit this extension before the City's acceptance of the Project. All bonds shall be provided by a California admitted surety insurer.

39. Ownership of Documents and Work Product.

a. All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by Contractor pursuant to this Agreement ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products. Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to this paragraph. Contractor hereby also assigns to the City all ownership and any and all patent and other rights in any discovery or invention that arises out of or is developed in the course of Contractor's performance of this Agreement.

b. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

c. Upon termination, abandonment or suspension of the Project, the Contractor shall deliver to the City all Written Products and other deliverables related to the Project without additional cost or expense to the City. If Contractor prepares a document on a computer, Contractor shall provide City with said document both in a printed format and in an electronic format that is acceptable to the City.

40. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

41. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

42. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

43. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

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

45. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements.

46. Amendment. The City or Contractor may only modify or amend this Agreement or any provision herein in a writing signed by both parties which expressly refers to this Agreement. The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amount, 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 a part of this Agreement, such modifications will be incorporated only by written amendments signed by both the City and Contractor.

47. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

48. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

49. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City: City of Huntington Park
Attention: Julio Morales, Interim City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Contractor: Innovative Construction Solutions, Inc.
John R. White, Vice-President
4011 W. Chandler Avenue, Santa Ana, CA 92704

50. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

51. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF HUNTINGTON PARK

By: _____

Mayor

ATTEST:

By: _____

City Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

The signature(s) of Contractor must be acknowledged before a Notary Public, using the proper form of acknowledgment.

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

FEDERAL DISCRIMINATION PROVISIONS

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. **Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 20000d), as amended by the Equal Employment Opportunity Act of 1972**, which provide that no person shall, on the ground of race, color, national origin, or sex, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance, and **Section 503 of the Rehabilitation Act of 1973,** which provides for affirmative action to employ and advance qualified disabled people

D. **Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. **Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101) and regulations at 28 CFR Part 35 and 29 CFR Title 1630**, which provides prohibits discrimination based on disability, and **Architectural Barriers Act of 1968**, which requires buildings assigned for public use to be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities.

F. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60**, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

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

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO.

The Contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The Contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the Contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The Contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, EPA or DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

ADDENDUM DATE: AUGUST 20, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 1

ADDENDUM NO.1 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 1 shall be considered part of the bid documents, and provides the following revisions and/or information:

Pre-Bid Questions

Q1: Are portable scales required? Can the weights provided by the landfill be used for payment purposes?
A1: Disposal facility weights provided on the manifests by the facility would be acceptable for payment purposes. Portable scales are not required per se, the intent was to check haul trucks for overloading, and for payment. If overloading is confirmed by other means, then a portable scale will not be required.

Q2: How will the contractor's price address the potential for actual pay quantities to deviate from the quantities presented in the Form of Bid?
A2: The unit rates quoted by the Contractor will be applied to the actual quantities for payment. This is explained in the notes on the Form of Bid. The unit rate quoted by the Contractor will be used for both additions and deletions to the quantities. The total quantities listed in the Form of Bid are for the purpose of scale. The actual quantities will very likely be

different than the quantities listed in the Form of Bid. The Form of Bid, attached, has been revised to expand the explanation of the application of unit rates on this project.

Q3: Have any of the samples collected and analyzed for metals been subjected to a wet analysis (leach-ability)?
A3: No, the available data is silent on leach-ability analysis of soil impacted with metals. For the purpose of bidding, Bidders are directed to assume soil impacted with metals shall be disposed as California hazardous waste.

Q4: Will the Contractor be responsible for collecting confirmation soil samples from the eight designated excavation areas?
A4: No, it is anticipated the CM will actually provide the sample containers (via laboratory) and collect the samples. Contractor may be asked to assist. CM will collected samples, complete the chain-of-custody, preserve and transport samples to the laboratory, receive analytical results from the laboratory, and report status to Contractor.

Q5: Will the laboratory analysis of the confirmation samples be conducted on a standard turnaround time?
A5: Currently, laboratory analytical turnaround times are planned for standard turnaround. If a "rush" is requested by the Contractor due to logistics, the CM will accommodate the request.

Q6: Is the Contractor required to provide full time 24 hours/7 days a week onsite security?
A6: No, security during working hours is the Contractor's responsibility for the purpose of controlling those who access the work areas (site) and protect the Contractor's assets. The Site is currently utilized by Nick Alexander BMW mostly for parking cars. Mr. Alexander maintains 24/7 onsite security and will continue operations in other parts of the property during remediation work.

Q7: The Scope of Work describes temporary fencing as a Contractor's responsibility. The existing site appears to be fenced. What fencing will be required?
A7: Temporary fencing will be required to separate the work area inside Warehouse Building No. 1, Excavation Area 6 and a portion of Area 4, from the intended continued operations of Nick Alexander BMW inside that building. New vehicles are detailed prior to sale in the building. It is anticipated the detailing operations will continue while the Southland Steel Site Remediation Project is ongoing. Additional fencing to separate other work areas from the ongoing operations is at Contractor's discretion. The vehicles parked on the Site will be relocated for the Remediation Project.

Q8: Are drawings available showing the dimensions of the foundations for the former buildings on the site or are they known?

A8: No, the prior building foundation configurations are not known and there are no drawings available depicting them.

Scope of Work Additions/Deletions/Clarifications

In addition to the information presented above, the Former Southland Steel Remediation Project Scope of Work, Technical Specifications, Attachment A, Revision 0 will be revised to reflect the following scope of work changes. The Form of Bid was also revised to reflect the changes made to the scope of work. The revised Form of Bid is attached to this Addendum.

1. **Add the preservation of monitoring wells W2-37 and CY-23** to the Contractor's scope of work. Well preservation includes protection from mechanical damage, keeping contaminated material out of the well and restoration of the well to match pavement elevation and replacement of the well surface completion. The elevation of the restored well shall be surveyed and the information submitted to the CM. The Form of Bid has been revised to add well preservation.
2. **Add as-built Land Survey to Contractor's scope of work**. Restored well elevations (see number 1 above) and actual, final locations of excavated areas including length, width, and elevation of the bottom of the excavation presented in mean see level. Coordinates shall be provided of the as-built locations of the corners of the excavation. Survey will also be required for measurement of payment quantities. The Form of Bid has been revised to add as-built land survey.
3. **The Form of Bid has been revised to delete the reference to installing 4 groundwater monitoring wells.** The installation of the 4 groundwater monitoring wells is not in this remediation scope of work. Other clarifications and revisions were made to the Form of Bid, attached.
4. **Add topographic drawing to the List of Technical Specifications.** A topographic drawing (Figure 1) of the site as it currently exists has been prepared with 1-foot contour lines. The topographical drawing is attached to this Addendum No. 1. A table is included in Figure 1 listing the survey coordinates for the corners of the eight prescribed excavation areas to assist in layout. The topographical drawing may also be useful to the Contractor in developing his Storm Water Pollution Prevention Plan.
5. **Change number of street sweeping days from 6 to 8.** Form of Bid, attached, revised accordingly. Assumes 2 sweeps per week for a duration of 4 weeks.
6. **Clarification of the applicability of Davis-Bacon Act and prevailing wage requirements.** This project is funded by both State and Federal funds. Both Davis-Bacon Act and prevailing wage requirements shall apply. The following documents are attached for clarification of the requirements and information, including the applicable Salary

Schedule: Federal Labor Standards Provisions, U.S. Department of Housing and Urban Development Labor Handbook 1334.1; Davis-Bacon Standards, U.S. Department of Housing and Urban Development Labor Relations Desk Guide LR01.DG; and, Salary Schedule.

7. **Clarification of licensing requirements.** The licensing requirements for the Bidder, issued by the California Contractors State License Board (CSLB) presented in the NOTICE INVITING SEALED BIDS FOR THE FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT, Submittal of Bids, page 2, shall be revised to be consistent with the INSTRUCTIONS TO BIDDERS, Section 00100. Bidders shall possess a Class A contractor's license issued by CSLB with hazardous substance removal certification at the time of bid submittal.

ADDENDUM NUMBER 1

LIST ATTACHMENTS

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

DOCUMENT NUMBER	DOCUMENT NAME	REVISION/ DATE
00300	Form of Bid	1
Figure 1	Site Grading Plan (topographical drawing added, only, 1 sheet)	Aug 2014
Handbook 1334.1	Federal Labor Standards Provisions	6/2009
LR01.DG	Davis Bacon Labor Standards	Jan 2012
CA 140033	Salary Schedule	8/8/14

Dated August 20, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 1

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

_____

SIGNATURE PRINT NAME DATE

_____

Name of Bidder (Firm Name)

SECTION 00300
FORM OF BID

revision 1 (Addendum No. 1)

As referenced under the opening paragraph of the Instructions to Bidders, the Primary Elements of the **"Former Southland Steel Site Remediation Project"** (hereinafter, the "Project") are as follows: Work to be done consists of all labor, materials, and equipment necessary for the remediation of soil. Remediation includes excavation (approximately 3,750 cubic yards) of shallow soils impacted with metals, VOCs, and PAHs; investigation and potential excavation of soil vapor impacted soil (approximealty 250 cubic yards); transportation and disposal of excavated soil to a landfill; supply, placement, and compaction of backfill; restoration of concrete and asphalt paving; and decontamination of tools and equipment.
The undersigned proposes to furnish all materials, labor, and equipment required to complete the Project for the City of Huntington Park, in accordance with the Contract Documents, including addenda thereto, if any, adopted by the City Council, and on file in the office of the City Engineer, as follows:

Former Southland Steel Site Remediatin Project

BASE BID:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION INCLUDING SUBMITTALS	1	LS		
2	STORMWATER MANAGEMENT & CONSTRUCTION BMPs	1	LS		
3	TEMPORARY FENCING AND SECURITY	1	LS		
4	SAW CUTTING OF EXISTING PAVING	5,000	LF		
5	DEMOLISH PAVING	22,000	SF		
6	TRANSPORTATION AND DISPOSAL OF PAVING DEBRIS	850	TON		
7	EXCAVATION OF SHALLOW SOILS INCLUDING ODOR AND DUST CONTROL, HANDLING AND STOCKPILE MAINTENANCE, AIR AND RULE 1166 MONITORING	3,750	CY		
8	SOIL VAPOR INVESTIGATION	3	EA		
9	EXCAVATION OF SOIL WITH SOIL VAPOR INCLUDING DUST AND ODOR CONTROL, HANDLING AND STOCKPILING	250	CY		

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
9	LOADING AND TRANSPORTA-TION OF CONTAMINATED SOIL	5,900	TONS		
10	DISPOSAL OF CONTAMINATED SOIL AT LANDFILL	5,900	TONS		
11	IMPORT FILL, PLACE, AND COMPACT (IN PLACE QTY.)	3,750	CY		
12	CONCRETE PAVING RESTORATION	22,000	SF		
13	ASPHALT PAVING RESTORATION	200	SF		
14	LAND SURVEY AND AS-BUILT RED-LINES	1	LS		
15	STREET SWEEPING CITY STREETS	8	DAY		
16	DEMOBILIZATION AND DECONTAMINATION	LOT	LS		
17	PROTECT AND RESTORE GW WELLS W2-37 AND CY-23	2	EA		

TOTAL AMOUNT BASE BID (ITEMS 1 THRU 17) $ _____

TOTAL AMOUNT IN WORDS _____

NOTE: Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as nonresponsive. All blank spaces shall be filled out completely. Line out any applicable blanks. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations.

Quantities are estimated. Actual quantities may vary. Contractor will be paid based upon actual installed quantities as agreed to by the Construction Manager. The rate to be applied to the actual quantities will be the Unit Rates quoted above. Installed quantities shall be measured by land survey provided by the Contractor, or as otherwise agreed to by the Constructiion Manager. Quantities for items not installed, for instance transportation and disposal of containated soil, will require documetation for verification by the Construction Manager. In the case of transportation and disposal to a landfill, the weights entered onto the hazradous waste manifests by the landfill upon reciept will be the basis for payment.

I (We) certify that on _____, 20____, License No. _____, license classification(s) _____, was issued to me (us), in the name of _____, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information Check where applicable:

1. ( ) An individual
   ( ) A corporation. Name state or territory of Incorporation:
   _____
2. ( ) A co-partnership
   ( ) A joint venture

If a co-partnership or joint venture, list names of individuals comprising same below

_____
_____
_____

Date signed _____, 2014

Place _____
City and State

Respectfully submitted,

_____
Firm Name (if applicable)

Bidder's address and telephone:

_____
Number and Street

_____
City and State

_____
Telephone

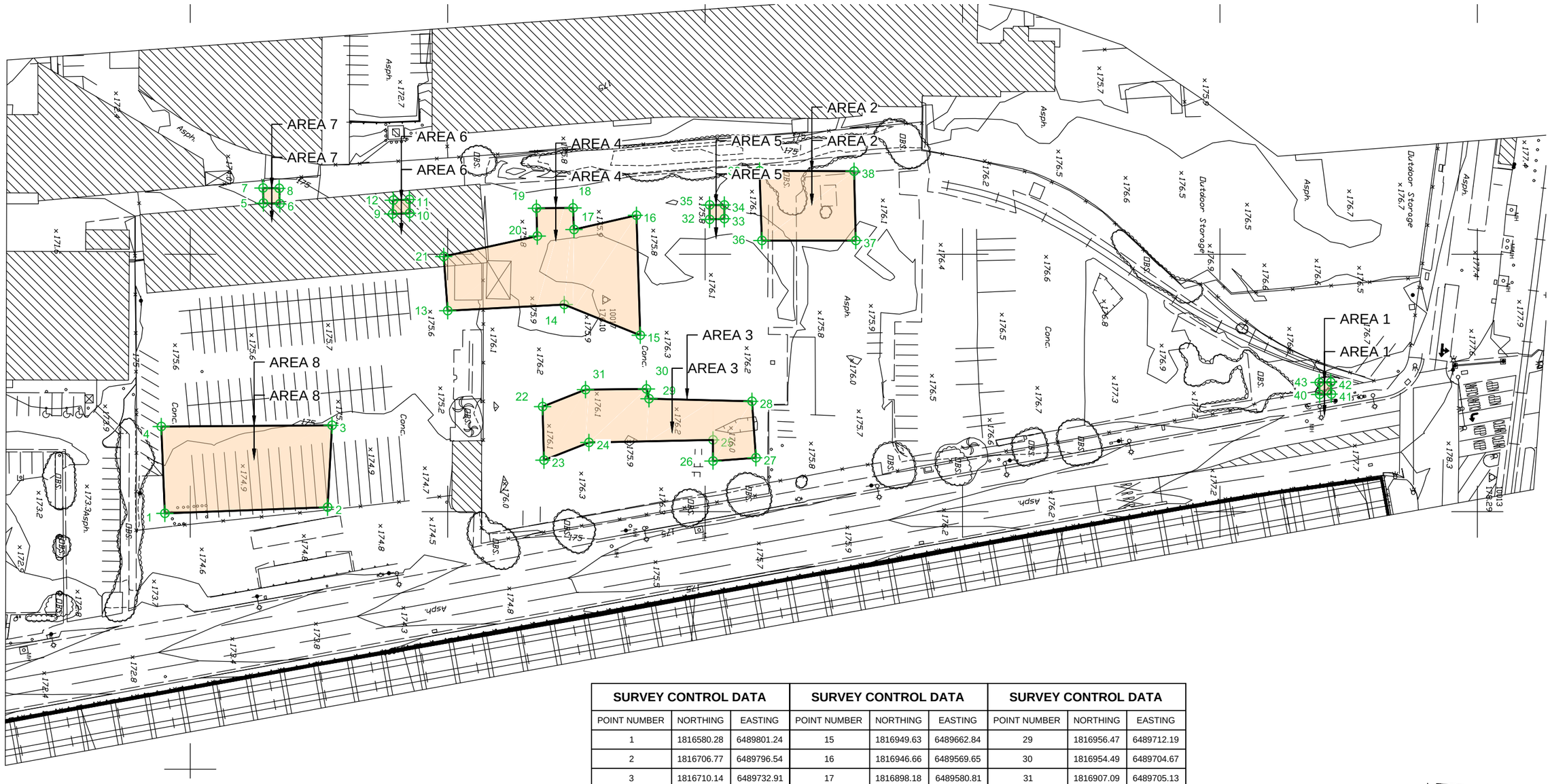
_____
Fax

_____
Signature

_____
Title

_____
Signature

_____
Title



SURVEY CONTROL DATA			SURVEY CONTROL DATA			SURVEY CONTROL DATA		
POINT NUMBER	NORTHING	EASTING	POINT NUMBER	NORTHING	EASTING	POINT NUMBER	NORTHING	EASTING
1	1816580.28	6489801.24	15	1816949.63	6489662.84	29	1816956.47	6489712.19
2	1816706.77	6489796.54	16	1816946.66	6489569.65	30	1816954.49	6489704.67
3	1816710.14	6489732.91	17	1816898.18	6489580.81	31	1816907.09	6489705.13
4	1816577.58	6489733.83	18	1816897.31	6489563.90	32	1817003.51	6489572.90
5	1816656.82	6489560.28	19	1816868.93	6489564.23	33	1817014.96	6489572.41
6	1816669.59	6489560.80	20	1816869.63	6489585.83	34	1817015.00	6489561.73
7	1816656.58	6489548.56	21	1816797.03	6489601.66	35	1817003.54	6489561.70
8	1816669.09	6489548.83	22	1816873.76	6489718.33	36	1817044.22	6489589.25
9	1816757.21	6489568.59	23	1816874.89	6489759.98	37	1817117.15	6489589.31
10	1816770.49	6489568.06	24	1816909.77	6489746.23	38	1817115.78	6489535.42
11	1816770.27	6489557.38	25	1817006.10	6489744.24	39	1817042.32	6489535.11
12	1816757.77	6489557.90	26	1817006.18	6489760.65	40	1817477.43	6489708.93
13	1816799.98	6489643.79	27	1817039.47	6489758.14	41	1817486.52	6489708.60
14	1816890.53	6489639.06	28	1817036.47	6489714.18	42	1817486.19	6489699.44
						43	1817477.03	6489699.49

LEGEND

EXCAVATION AREA

0 80'
SCALE IN FEET

SITE TOPOGRAPHY AND GRADING PLAN
SOUTHLAND STEEL FACILITY
HUNTINGTON PARK, CALIFORNIA

Geosyntec consultants

Figure 1

Project No: HC1479

August, 2014

N:\CACADD\FFORMER SOUTHLAND STEEL FACILITY\FSSF - HC1479\Figures\1479F003.dwg 8/18/14 08:54 sberdy

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

> You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

> DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
> www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

> If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

> An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

   1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

   2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits. Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

   1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

   1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

   2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/ prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/ or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

   1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.. 1215-0149
Expires 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

General Decision Number: CA140033 08/08/2014 CA33

Superseded General Decision Number: CA20130033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	01/31/2014
4	02/21/2014
5	03/14/2014
6	05/09/2014
7	05/23/2014
8	06/06/2014
9	06/20/2014
10	07/04/2014
11	07/11/2014
12	07/18/2014
13	07/25/2014
14	08/01/2014
15	08/08/2014

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 35.44	19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 24.34	16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes		

preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 16.95 10.23

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	$ 41.17	28.27

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* BRCA0004-007 05/01/2014

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	$ 37.74	13.85

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	$ 28.45	11.38
TILE FINISHER.....	$ 23.78	9.84
TILE LAYER.....	$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	$ 33.63	11.13

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	$ 37.35	11.08
(2) Millwright.....	$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	$ 37.48	11.08
(4) Pneumatic Nailer,		

Power Stapler	$ 37.60	11.08
(5) Sawfiler	$ 37.44	11.08
(6) Scaffold Builder	$ 28.55	11.08
(7) Table Power Saw Operator	$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet	$ 663.68	9.82
(2) Standby	$ 331.84	9.82
(3) Tender	$ 323.84	9.82
(4) Assistant Tender	$ 299.84	9.82

Amounts in "Rates' column are per day

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 37.35	11.08
STOCKER/SCRAPPER	$ 10.00	6.67

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	$ 17.00	7.41

ELEC0011-004 01/27/2014

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 39.45	24.80
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician	$ 39.20	25.04
Technician	$ 29.40	24.75

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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* ELEC0011-005 11/25/2013

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	$ 27.75	12.36
Technician	$ 29.55	12.42

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data

systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 40.17	14.56
(3) Groundman.....	$ 30.73	13.48
(4) Powderman.....	$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 49.03	26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 39.05	22.25
GROUP 2	$ 39.83	22.25
GROUP 3	$ 40.12	22.25
GROUP 4	$ 41.61	22.25
GROUP 5	$ 41.86	22.25
GROUP 6	$ 41.83	22.25
GROUP 8	$ 41.94	22.25
GROUP 9	$ 42.19	22.25
GROUP 10	$ 42.06	22.25
GROUP 11	$ 42.31	22.25
GROUP 12	$ 42.23	22.25
GROUP 13	$ 42.33	22.25
GROUP 14	$ 42.36	22.25
GROUP 15	$ 42.44	22.25
GROUP 16	$ 42.56	22.25
GROUP 17	$ 42.73	22.25
GROUP 18	$ 42.83	22.25
GROUP 19	$ 42.94	22.25
GROUP 20	$ 43.06	22.25
GROUP 21	$ 43.23	22.25
GROUP 22	$ 43.33	22.25
GROUP 23	$ 43.44	22.25
GROUP 24	$ 43.56	22.25
GROUP 25	$ 43.73	22.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 40.40	22.25
GROUP 2	$ 41.18	22.25
GROUP 3	$ 41.47	22.25
GROUP 4	$ 41.61	22.25
GROUP 5	$ 41.83	22.25
GROUP 6	$ 41.94	22.25
GROUP 7	$ 42.06	22.25
GROUP 8	$ 42.23	22.25
GROUP 9	$ 42.40	22.25
GROUP 10	$ 43.40	22.25
GROUP 11	$ 44.40	22.25
GROUP 12	$ 45.40	22.25
GROUP 13	$ 46.40	22.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1	$ 40.90	22.25
GROUP 2	$ 41.68	22.25
GROUP 3	$ 41.97	22.25
GROUP 4	$ 42.11	22.25

GROUP 5	$ 42.33	22.25
GROUP 6	$ 42.44	22.25
GROUP 7	$ 42.56	22.25

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-

propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional);

Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type

(over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM.

Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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* ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		

(1) Leverman	$ 48.60	22.40
(2) Dredge dozer	$ 42.63	22.40
(3) Deckmate	$ 42.52	22.40
(4) Winch operator (stern winch on dredge)	$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 41.43	22.40
(6) Barge Mate	$ 42.04	22.40

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	17.74
Ornamental, Reinforcing and Structural	$ 33.00	26.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2014

	Rates	Fringes
Brick Tender	$ 29.12	15.78

LABO0300-003 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 35.74	16.48
GROUP 2	$ 36.06	16.48
GROUP 3	$ 36.52	16.48
GROUP 4	$ 37.21	16.48
LABORER		
GROUP 1	$ 30.19	16.48
GROUP 2	$ 30.74	16.48

GROUP 3	$ 31.29	16.48
GROUP 4	$ 32.84	16.48
GROUP 5	$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete

chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	$ 34.79	17.92
GROUP 2.....	$ 33.84	17.92
GROUP 3.....	$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	$ 31.65	13.33
(2) Vehicle Operator/Hauler.	$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	$ 33.67	13.33
(4) Electronic Tracking Locator.....	$ 35.67	13.33
Laborers: (STRIPING/SLURRY		

SEAL)

GROUP 1	$ 32.56	16.28
GROUP 2	$ 33.86	16.28
GROUP 3	$ 35.87	16.28
GROUP 4	$ 37.61	16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/07/2013

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 27.45	16.36
PLASTER TENDER	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2014

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 26.89	12.28
(2) All Other Work	$ 30.27	12.28

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 01/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395	$ 29.83	15.41
Remainder of Los Angeles County	$ 34.03	15.41

PAIN0036-015 06/01/2014

	Rates	Fringes
GLAZIER	$ 37.95	22.69

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2014

	Rates	Fringes
SOFT FLOOR LAYER	$ 29.85	12.56

PLAS0200-009 08/07/2013

	Rates	Fringes
PLASTERER	$ 36.11	13.13

PLAS0500-002 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 31.85	19.55

PLUM0016-001 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....$ 44.71 20.36

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....$ 43.33 19.38

Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....$ 34.59 17.71

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 29.27	19.75
Sewer & Storm Drain Work	$ 33.24	17.13

ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER	$ 35.02	13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

SFCA0669-013 07/01/2013

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SFCA0709-005 01/01/2014

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 40.61	24.02

SHEE0105-002 07/01/2014

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 24.47	9.32
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....	$ 40.79	23.75

SHEE0105-003 07/01/2014

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 40.79	23.75
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 40.79	23.75

SHEE0105-004 07/01/2014

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes

SHEET METAL WORKER.....$ 30.91 23.71

TEAM0011-002 07/01/2013

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.59	22.69
GROUP 2	$ 27.74	22.69
GROUP 3	$ 27.87	22.69
GROUP 4	$ 28.06	22.69
GROUP 5	$ 28.09	22.69
GROUP 6	$ 28.12	22.69
GROUP 7	$ 28.37	22.69
GROUP 8	$ 28.62	22.69
GROUP 9	$ 28.82	22.69
GROUP 10	$ 29.12	22.69
GROUP 11	$ 29.62	22.69
GROUP 12	$ 30.05	22.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

ADDENDUM DATE: AUGUST 21, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 2

ADDENDUM NO.2 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 2 shall be considered part of the bid documents, and provides the following revisions and/or information:

The Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project shall be revised to change the bid date from August 26th to September 2, 2014 at 2 P.M.

Dated August 21, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 2

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE	PRINT NAME	DATE

CITY OF HUNTINGTON PARK

ADDENDUM NO. 3

ADDENDUM DATE: AUGUST 21, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 3

ADDENDUM NO.3 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 3 shall be considered part of the bid documents, and provides the following revisions and/or information:

Response to Questions From Bidders

Q1: Is there a specification for the vapor probes that you'd like installed?
A1: Bidders are directed to the Final Draft Response Plan included in the bid package. Appendix C, Sampling and Analysis Plan, Section 4.1.1 in the Response Plan describes the materials of construction and provides installation requirements. No figure is provided.

Q2: Is all of the soil assumed to be CA-haz? If not, can a quantity be provided that is assumed to be non-haz and/or RCRA?
A2: Bidders are directed to Addendum No. 1, Q&A 3. To clarify further, bidders are to assume all soil will be transported to a landfill and will be characterized as California hazardous waste. If actual conditions differ, then a contract adjustment will be required.

Q3: In the Response Plan (page 44), it states that waste disposal profiling will be conducted by others. Please verify if the profile sampling is the Contractor's responsibility and if the sampling frequency stated on page 43 is mandatory.

A3: Bidders scope of work is presented in the RFP Attachment A, Scope of Work. Laboratory analysis will be provided by others at no cost to the Bidder. The disposal facility will require analytical results in order to profile the material for disposal at their facility or will request a sample for analysis by them. In the later scenario, the cost for analysis is will not be separately reimbursed unless included in the costs quoted at the time of bid. If the disposal facility will accept the laboratory analysis performed by others, then the matter is moot.
Sampling frequency presented in the Response Plan, Section 9.2, is once every 200 cubic yards. Experience has demonstrated that frequency may be discussed with the disposal facility and based upon site specific conditions, may be reduced. The stockpile or waste disposal sampling and analysis frequency may be changed with mutual agreement with disposal facility.

Dated August 21, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 2

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE PRINT NAME DATE

CITY OF HUNTINGTON PARK

ADDENDUM NO. 4

ADDENDUM DATE: AUGUST 28, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 4

ADDENDUM NO. 4 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 4 shall be considered part of the bid documents, and provides the following revisions and/or information:

This Addendum changes the Bid Date that was amended by Addendum No. 2. The Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project shall be revised to change the bid date from September 2, 2014 at 2 P.M. to **September 4, 2014 at 2 P.M.**

Another addendum, Addendum No. 5 will be issued today. Due to the number of changes presented in Addendum No. 5, the Bid Date was revised.

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 4

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

_____

SIGNATURE PRINT NAME DATE

CITY OF HUNTINGTON PARK

ADDENDUM NO. 5

ADDENDUM DATE: AUGUST 28, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT**

SUBJECT: ADDENDUM NO. 5

ADDENDUM NO. 5 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 5 shall be considered part of the bid documents, and provides the following revisions and/or information:

Summary

1. Responses to additional Bidder's questions.
2. Section 00100, Instructions to Bidders, is replaced in its entirety with the new Section 00100;
3. Section 00430, Designation of Subcontractors is replaced in its entirety with the new Section 00430 and must be returned with the bid.
4. Section, 00500, EPA Lobbying Cert, is added and must be returned with the bid.
5. Section 00510, EPA Debarment Cert, is added and must be returned with the bid.
6. Section 00600, Contract – Southland Steel Site Remediation Project, is replaced in its entirety with the new Section 00600.
7. Section 00700, General Conditions is added to the Bid Documents.
8. Section 00800, Supplemental Conditions, is replaced in its entirety with the new Section 00800
9. Section 00900, Changes to the Contract, is added to the Bid Documents;
10. Section 00910, Delays, Extensions, Suspensions, and Termination is added to the Bid Documents.

Responses to Questions from Bidders Received After Issuance of Addendum No.3

Q1: How accurate are the AOCs positions in the yard and the initial estimated size?
A1: There is no quantitative information or data to provide an assessment of the accuracy of the excavation area locations. The volumes in the Response Plan are the same as listed in the Form of Bid and represent approximately twice the volume of the calculated volume of soil to be removed. This increase in volume is presumably to address the anticipated increase in volume to be excavated so that bidders pricing is close to the actual quantities and or units of work.

Q2: If the remediation requires several iterations, what happens with deadlines and liquidated damages because of the inaccuracy of the AOCs and/or additional contaminated soil must be removed?
A2: The Liquidated Damages (LD) will apply to a milestone event and is a prescribed calendar day before which conditions of a loan require the City to expend funds or lose the funding. Work representing the milestone event must be completed and invoiced before the dates in the LD clauses. Not the whole project, just the quantities of work described in the LD clauses that will result in expenditures required to satisfy the funding requirements. Again, this is not for the whole project.

Q3: Will the autos be removed from the area to allow the expansion of the AOCs?
A3: Yes, the vehicles will be moved. However, Bidders are instructed to assume Area 8 will be excavated, backfilled, and restoration completed first or last and not work on the areas to the north of Area 8 when working on Area 8. The vehicles in the balance of the site will be relocated to facilitate work in the other areas, separately from Area 8.

Q4: Can we do several AOCs simultaneously?
A4: See Q3 and A3, above, regarding Area 8. Yes, the areas in the northern portion of the site (Areas 1, 2, 3, 4, 5, and 7) may be worked simultaneously. Area 6 is inside Warehouse Building 1 and could be worked simultaneously with Area 4. Area 7 is in an abandoned railroad right-o- way that is owned by the City and because of its isolation may be worked at any time.

Q5: Is the City paying for all of the confirmatory sample events?
Q5: See Addendum No. 1. The laboratory analysis for all soils testing will be provided by others at no cost to the contractor.

Q6: Why is there no lead sampling in the confirmatory soil samples?
A6: Title 22 Metals analysis is required for confirmation testing. The Sampling and Analysis Plan (SAP) in Appendix C of the Response Plan contains the requirements for sampling and analysis. The Response Plan clearly defines lead as one of the contaminants of concern driving the need for remediation. Paragraph 5.1.2 of the SAP requires confirmation sampling and analysis, including Title 22 Metals,

which includes lead. Table 2, Sampling and Analysis Requirements, provides a tabular presentation of the same testing criteria discussed in the text, however, there is an error in Table 2. Title 22 Metals is not listed as a requirement for confirmation soil samples. Table 2 is incorrect. Title 22 Metals analysis is required for confirmation testing per 5.1.2.

Q7: Location of Proposed Excavation and Treatment Area: It stated that the contaminants are PAHs and Metals. These are not VOCs. Why does the AQMD 1166 permit requirement need to be followed during the excavations?
A7: There are several reasons a Rule 1166 permit is required. A SCAQMD Rule 1166 permit is required when excavating suspected VOC impacted soil. A Site Specific Rule 1166 permit is being obtained by the City for this work. The site specific permit was required because of the presence of a school within 1,000 feet of the site. The presence of the school and the potential volume of soil that may actually be excavated, precluded the use of a various locations permit. There are 3 locations that have been identified in the Response Plan requiring the installation of soil vapor sample probes for analyzing vapor for the presence of VOCs. If the soil vapor concentrations are over the prescribed threshold for VOCs, the representative area shall be excavated in accordance with the Response Plan and the Rule 1166 permit. Additionally, the Site Characterization Report (paragraph 5.4.1) indicates the detection of VOCs in many shallow locations throughout the site. The Response Plan, Appendix C, Sampling and Analysis Plan, Table 2, Sampling and Analysis Requirements list the test methods and number of samples required for the various types of soil; for instance, Confirmation soil samples, Stockpile soil samples, etc. VOC sampling and analysis is required for Stockpiled soil. The CEQA exemption for the site issued by DTSC (included in the Rule 1166 permit application package) states that VOC monitoring will be conducted when excavating. The presence of VOCs is expected and monitoring is required, therefore, the excavations will be in accordance with the Rule 1166 permit conditions.

Q8a: Location of Proposed Excavation and Treatment Area: On Page 38 of 50, three areas with soil vapor concentrations above the RBSLs appeared to be added to the excavation in addition to the 8 areas identified on Figure 8. However, the exact dimensions and locations of these three areas were not identified in Figure 8, nor in the Geosyntec grading plan issued as part of Addendum No. 3. Please clarify.
A8a: The CM will assist with the layout of the three soil vapor locations shown in the Response Plan during the remediation. The exact location of the three soil vapor locations, as depicted in the Response Plan figures, does not impact the cost to perform the work. The Form of Bid contains an estimated volume of soil to be excavated due to VOCs in soil vapor. Bidders are directed to quote their Unit Rate and extend the pricing by the quantities in the Form of Bid.
Q8b: Furthermore, WB2-18 is inside Area 4 – does this means it needs to be treated differently during excavation of Area 4. Please clarify.
A8b: WB2-18 is a previous soil boring location. No special requirements apply (Figure 8).
Q8c: WB3-3-26 appears to be located on the property line. The Response Plan stated that the excavation will be located at least 3 feet from any of the property lines. Please clarify.
A8c: WB3-3-26 cannot be found. Perhaps it is a typo and WB3-26 was intended? WB3-26 appears graphically to be on the property line as shown in Figure 8 in the Response Plan. However, there is no work associated with that previous soil boring.

Q8d: WB2-29 will be excavated by extending the excavation in the WB2-6 area. WB2-6 is located within Area 4 and is more than 100 feet away from WB2-29. Can this be a typo for WB2-5, which is in Area 3 and about 30 feet from WB2-29. Please clarify.
A8d: WB2-29 is located outside of both Areas 3 and 4 and is a previous soil boring hole. There is no work associated with that previous boring location. WB2-6 is a previous soil boring located within Area 4, however, there is no work associated with that previous boring. Bidders are directed to the Response Plan Figure 8, Proposed Excavation Areas, and the revised Grading Plan issued under Addendum No. 1, for designation of excavation areas.

Q9: The dimension of excavation is shown in the "Estimate of Excavation Volume" table presented on Page 39 of 50. Based on the depth dimension, we assume the majority of them can be excavated in one lift of 2 feet as stipulated in the 3rd bullet on Page 40 of 50.
A9: The depth of excavation cuts is not limited provided, of course, the depth of excavation is consistent with the target depth at that location.

Q10: The Response Plan states that backfill will be allowed **after DTSC concurrence** that the shallow soil remediation is completed. How quick can this approval be obtained? If the approval process is extended, will remobilization be allowed? Also, this DTSC approval requirement appeared to be in conflict with the 4th paragraph Section 8.5 that the backfill is "**as soon as the laboratory confirmation results show that the excavation is complete**". Please clarify the backfill timing requirement as it is very critical for backfill planning.
A10: The DTSC must concur with the City's determination that confirmation sampling and analysis results demonstrate the contaminants of concern have been removed to below specified clean-up levels before the contractor will be directed to backfill the excavation. Every reasonable attempt will be made to expedite the DTSC review and concurrence of the confirmation sampling results. Additionally, laboratory analysis is currently assumed to be based upon standard turnaround times. With the Construction Manager's concurrence, the Contractor may request a "rush" turnaround for laboratory analysis of confirmation samples. However, we cannot predict the response time for DTSC concurrence of the interpretation of the analytical results. Depending upon the analytical results, the DTSC concurrence may be quick or require time for discussion. Bidders shall assume DTSC concurrence of the confirmation sampling results will take 5 business days.

Q11: Section 8.5 states that air monitoring is to be performed in accordance with AQMD permit. Please be specific on the permit type. As stated in Item B. above, AQMD 1166 permit should not be applicable if the soil is not impacted by VOCs. AQMD 403 permit for fugitive dust monitoring will be the only applicable requirements. Please clarify.
Also, there is no specific air monitoring action criteria, nor monitoring instrumentation protocols. The monitoring efforts can be very extensive for this site as the day-to-day site operation will not stop. Please clarify.
A11: The intent of paragraph 8.5 is to require air monitoring per the SCAQMD Rule 1166 permit. The applicability of SCAQMD Rule 1166 and associated permit is addressed in Q&A7, above. The Rule 1166 permit includes reference to Rule 403 and mandates compliance. The Bid Documents include the Rule 1166 permit application package with the Excavation Management Plan. See the Excavation Management Plan for types of air monitoring, equipment requirements, frequency of testing, action levels, and recording of data. Rule 1166 will apply to all soil excavation.

Q12: Does the disposal facility need to be the same one as identified in the Transportation Plan of the Work Plan, or will the contractor be allowed to interface with any licensed disposal facility to obtain profile approval directly? If so, is there a restriction on the location of such disposal facility?
A12: The disposal facility may be different than the one named in the Response Plan. The location is not restricted.

Q13: During the job walk you appeared to indicate that the bidder needs to provide a field map and explanation showing the preferred field layout to support the excavation. We cannot find such requirement in the bid submittal.
A13: The requirement was introduced in the pre-bid on August 14, 2014. Yes, we request Bidders provide a marked up site plan indicating their use of the site showing stockpile area(s) for excavated soil, support zone (field office or operations area), equipment parking, maintenance and fueling, employee parking, haul truck loading area, and haul truck entrance and exit locations. At the pre-bid, Bidders were also informed of a work sequence constraint they are to account for in their proposal. See Q&A 3 and 4, above for further explanation.

Q14: Does the fieldwork sequence (i.e., the excavation, stockpiling, backfilling) have to follow the work plan? Are we allowed to deviate from it if we can still complete the work as required?
A14: The sequence of the work may vary from the Response Plan. Work sequencing is also discussed in Q&A 3 and 4, above. However, backfill of excavation will not occur until DTSC concurs that adequate impacted soil had been removed and remaining soils are below cleanup goal values.

Q15: Is the City exempt from the disposal taxes collected by the disposal facility at the time of acceptance of the waste?
A15: Bidders are directed to assume the City does not maintain an exemption for those taxes and quote accordingly. An alternate price may be quoted without the cost for the tax, but the base bid shall include the tax and must be quoted to be considered responsive.

Revised and Additional Bid Documents

Addendum No. 5 revises some Bid Documents and adds others as described in the Summary, above. The List of Attachments provides a listing of the affected documents that are attached to this Addendum.

ADDENDUM NUMBER 5

LIST OF ATTACHMENTS

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

DOCUMENT NUMBER	DOCUMENT NAME	REVISION/ DATE
00100	Instructions to Bidders	Aug 28, 2014
00430	Designation of Subcontractors	Aug 28,2014
00500	EPA Lobbying Certificate	Aug 28, 2014
00510	EPA Debarment Certification	Aug 28, 2014
00600	Contract – Southland Steel Site Remediation Project	Aug 28, 2014
00700	General Conditions	Aug 28, 2014
00800	Supplementary Contract Conditions	Aug 28, 2014
00900	Changes to the Contract	Aug 28,2014
00910	Delays, Extensions, Suspensions,	Aug 28, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 5

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE PRINT NAME DATE

ATTACHMENTS TO ADDENDUM NUMBER 5

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT RFP

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

The City of Huntington Park (the "City") seeks to obtain bids from qualified licensed contractors for the excavation and remediation of soil impacted with VOCs and metals located at 5959-6169 Alameda Street, Huntington Park, CA 90255. The project is commonly referred to as the *FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT.* **The purpose of these Instructions to Bidders, the entire undertaking shall hereinafter be referred to as the "Project."** The soil remediation work is described in Attachment D, Response Plan -Draft Final, for the former Southland Steel Facility, dated July 21, 2014, prepared by Eco & Associates, Inc. Attachment A, Scope of Work, in the Project Plans and Specifications defines the responsibilities for the implementation of the soil remediation scope of work. The Work is generally described as follows and includes all other appurtenant work required by the Project Plans and Specifications:

> ***The Scope of Work under this contract consists of all labor, materials, and equipment necessary for the soil remediation at the Former Southland Steel Site. The work includes concrete and asphalt pavement saw cutting, demolition and disposal; concrete building foundation demolition and disposal; excavation of approximately 3,750 cubic yards of impacted soil in accordance with SCAQMD Rule 1166, odor and dust control in accordance with SCAQMD Rule 403 during all earthwork operation, stockpiling of excavated soil as necessary; confirmation sampling, loading, transportation and deliver to an approved landfill; import, placement and compaction of new clean fill to replace excavated soil; and construction of vapor probes for sampling soil gas in 3 locations.***

For purposes of these Instructions to Bidders the capitalized term "Work" is a collective reference to all of the various services and tasks to be performed by the successful bidder in the furtherance of the completion of the various elements of the Project described above.

The City will evaluate the bids and determine the responsible bidder offering the lowest price based on the aggregate amount of the line items specified on the Bid Form based on the quantities specified, consistent with Public Contract Code Section 20103.8(b).

If the City awards a contract, the City will issue a Notice to Proceed (NTP) for the Work as described herein and elsewhere in these Bid Documents. As used in this Instructions to Bidders, the word "City" means and refers to the City of Huntington Park, a municipal corporation.

The Bidder and each listed subcontractor must have a valid license, issued by the

Contractors' State License Board, for the type of work proposed to be performed by the Bidder and each listed subcontractor under the contract.

This Project requires the Bidder to possess a license classification of **"A"** and hazardous material certification by the time its bid is submitted to the City. Detailed licensing and experience requirements are delineated in the Scope of Work. Licensed contractors shall submit sealed written bids for the Project and such sealed written bids shall be submitted in accordance with these Instructions to Bidders. The Project, if awarded by the City, shall be awarded to the lowest responsive and responsible bidder described in the Form of Bid. The Bidder(s) awarded the Work, if any, shall undertake the Work in accordance with the Contract Documents, including all Project Plans and Specifications.

The word "Bidder" as used in these Instructions to Bidders, means and refers to each person or entity who submits a written bid proposal (inclusive of the Form of Bid and all other required submissions) to the City with the aim of being awarded a contract. Such a written proposal is referred to herein as a "Bidder Proposal" or a "bid", and Bidder's Proposal shall be completed and submitted to the City for consideration as set forth in these Instructions to Bidders.

The City reserves the discretion to reschedule, suspend or abandon the invitation for submission of bids for the Project. The City further reserves the discretion to modify or supplement the written Plans and Specifications and any related Bid Documents, including these Instructions to Bidders, at any time prior to the date scheduled for the delivery of bid proposals to the City, subject to any statutory obligations to extend the deadline date for submitting bids. In addition, the City may in its sole discretion reject all bid proposals which it receives, and/or the City may choose not to award a contract to any person or entity.

Precautionary Elements of the Project:

Prior to starting work, provisions should be made for prompt medical attention in case of serious injury. The nearest hospital, infirmary, clinic, or physician shall be located and the job supervisor should be provided with instructions for the most direct route to these facilities. Proper equipment for prompt transportation of an injured worker, as well as a communication system to contact any necessary ambulance service, must be available at the job site. The telephone numbers of the hospitals, physicians, or ambulances shall be conspicuously posted.

A properly stocked first aid kit must be available at the job site. The first aid kit should contain approved supplies in a weatherproof container with individual sealed packages for each type of item. It should also include rubber gloves to prevent the transfer of infectious diseases. Provisions should also be made to provide for quick drenching or flushing of the eyes should any person be working around corrosive materials. Eye flushing must be done with water containing no additives. The contents of the kit shall be checked before being sent out on each job and at least weekly to ensure the expended items are replaced.

The telephone numbers of the local police, ambulance, and fire departments should be

available at each job site. This information can prove useful to the job supervisor in the event of any traffic problems, such as the movement of equipment to the job, uncontrolled fires, or other police/fire matters. The police number may also be used to report any vandalism, unlawful entry to the job site, or accidents requiring police assistance.

1.01 COPIES OF BID DOCUMENTS

a. **AVAILABILITY OF BID DOCUMENTS**: The Bid Documents for the Project will be available beginning on ***Monday, August 11, 2014***.Contact the Huntington Park Community Development Department located at Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, CA 90255 (Monday through Thursday 8:00 am to 5:00 pm). Reference: ***FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT***. A reference copy of the Bid Documents is also available for public review and inspection free-of-charge at the same address.

b. **COST OF BID DOCUMENTS:** Prospective bidders may purchase a copy of the Bid Documents in electronic CD form for the sum of ***TEN ($10.00)***.

c. The capitalized terms “Bid Documents” shall be a collective reference to the entire bound packet of documents and all Plans and Specifications. Complete sets of Bid Documents shall be used in preparing bids; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1.02 QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS

a. The Bidder and each listed subcontractor must have a valid license, issued by the California Contractors State License Board (CSLB), for the type of work proposed to be performed by the Bidder and each listed subcontractor under the contract. This Project requires the Bidder to possess a license classification of "A" (General Engineering), together with a Hazardous Substance Removal Certification at the time its bid is submitted to the City. Failure to include a copy of licenses may result in the bid being deemed nonresponsive.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

a. **Mandatory Pre-Bid Meeting:** A mandatory Pre-Bid Meeting will be held on **Thursday, August 14 at 10:00 am** at the Project Site. All prospective bidders are required to attend. **Bids submitted by bidders that did not sign the Attendance Sheet for the Mandatory Pre-Bid Meeting may be considered nonresponsive**.

b. Before submitting a bid, each Bidder must: i) examine the Bid Documents thoroughly; ii) visit the site to become familiar with local conditions that may in any manner affect cost, progress, or performance of the Work; iii) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and d) study and carefully correlate Bidder's observations with the Bid Documents.

c. The submission of a bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.04 INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted to the **City's Construction Manager, Ken Fredianelli with Geosyntec Consultants** in writing and reference this project. Mr. Fredianelli may be reached at 714 969-0800 or by email kfredianelli@geosyntec.com. Replies will be issued by Notice to Bidders mailed or delivered to all parties recorded as having received the Bid Documents. Questions received less than **THREE (3) BUSINESS DAYS** prior to the date for opening the bids will not be answered. Only questions answered by formal written notice will be binding on the City. Oral and other interpretations or clarifications and responses to questions that are not addressed to the City's Construction Manager will be without legal effect.

1.05 BID SECURITY

a. Bidders shall familiarize themselves with the Requirements of Public Contract Code Sections 20170 and 20171. Bid security is required of each Bidder and shall be made payable to the City of Huntington Park, in an amount of ten percent (10%) of the Bidder's bid price, in the form of cash, a certified check, a cashier's check, or a bid bond issued by a California-admitted Surety. The failure to include the required security shall render the Bid Non-Responsive. Bidder's Bonds must be fully executed.

b. The bid security of the successful Bidder will be retained until such Bidder has executed the Project Contract and provided contract security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Project Contract and furnish the required insurance and contract security

within five (5) calendar days of notification from the City, the City may annul City's written notice awarding the contract to the Bidder and the bid security of that Bidder may be forfeited. The bid security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained until the earlier of the effective date of the Project Contract or the sixty-first (61st) day after bid opening.

1.06 CONTRACT TIME

Work shall be completed **FORTY-FIVE (45) CALENDAR DAYS** from the date City issues Notice to Proceed to the successful bidder. Bidder agrees that the stated contract time is reasonable and the Bidder is capable of performing all Work within the contract time specified.

1.07 LIQUIDATED DAMAGES

a. Time is of the essence in the completion of this work;

b. City has certain funding for this project which must be expended prior to October 31, 2014. To insure that the City does not lose this funding, the Successful Bidder shall be required to perform adequate work to remove not less than 750 cubic yards of impacted soil from the Project Site, to have the work accepted by the City's Construction Manager, and the Successful Bidder shall deliver an invoice for such work to the City prior to October 21, 2014. Liquidated damages shall be owed by the Successful Bidder to the City for failing to perform such work, to have the work accepted, and/or to have the work invoiced. Such liquidated damages shall be equal to $200 per ton of impacted earth not removed and invoiced for. The total of such liquidated damage shall not exceed the actual damage to the City, and in no case shall the amount exceed $100,000.

c. Liquidated damages shall be owed by the Successful Bidder to the City for failing to complete the work within forty-five (45) calendar days, including any extensions of time. Such liquidated damage shall be equal to $250 per calendar day.

d. By submitting its Bid, Bidders acknowledges and agrees that such liquidated damages are not a penalty and are reasonable.

1.08 CALIFORNIA PREVAILING WAGE AND FEDERAL DAVIS BACON

REQUIREMENTS

The work to be performed under this contract is subject to both California Prevailing Wage Requirements and Federal Davis-Bacon prevailing wage requirements. In all cases, the more restrictive requirement shall be met.

1.09 SUBCONTRACTORS

In accordance with Public Contract Code Sections 4100 et seq, Contractors shall list, on the form provided, the name and business location of each subcontractor who will perform work, labor, or render services on the construction work in excess of one-half(1/2) of one percent (1%) of the total bid.

1.10 FORM OF BID

a. The Form of Bid is set forth under Section 00300 of the Specifications.

b. Failure to complete the Form of Bid per the instructions set forth on the Form of Bid may result in a determination by the City that the Bid is non-responsive. Bid prices must be given for all bid items shown on the Form of Bid. Failure to provide prices for all bid items may result in a determination by the City that the Bid is non-responsive.

c. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.

d. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

e. Bids by limited liability companies must be executed by a managing member whose title appears under the signature and the official address of the limited liability company must be shown below the signature.

f. All names must be typed or printed below the signature.

1.11 SUBMITTAL OF BIDS

Bids shall be submitted on or before the time and place indicated by the

Notice Inviting Bids, as revised by addenda. One (1) original, fully executed copy of the bid shall be delivered no later than the date and time specified. Normal business hours for the City Clerk's Office is Monday through Thursday, 8:00 A. M. to 5:00 P. M. Bids shall be received by the City Clerk's Office in a sealed envelope clearly marked SEALED BID FOR THE PROJECT LOCATED AT 5959 ALAMEDA STREET IN THE CITY OF HUNTINGTON PARK. The City Clerk's Office is located at 6550 Miles Avenue, Huntington Park, CA 90255.

It is the responsibility of the Bidder to ensure that the bid is received by the City prior to the bid due date and time regardless of the method of delivery chosen by the Bidder. The time stamp at the City Clerk's Counter will document the time of receipt as recognized by the City. Late proposals will be returned to the Bidder unopened. Telegraphic, electronic, emailed, and facsimile bid documents WILL be deemed nonresponsive, and will not be evaluated.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed within in a separate delivery envelope with the notation **"SEALED BID ENCLOSED – DO NOT OPEN UNTIL DATE AND TIME OF BID OPENING"** on the face of the delivery envelope.

b. The City may consider non-responsive any bid not prepared and submitted in accordance with the provisions herein and, therefore, reserves the right to reject any or all bids so submitted.

c. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

a. At any time prior to the closing time for receipt of bids, a bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted or by a Bidder's representative with proper identification and verification.

b. After the date for the delivery of bids, the "Relief of Bidders" provisions shall be as provided in Sections 5100-5108, inclusive, of the Public Contract Code of the State of California.

1.13 OPENING OF BIDS

Bids shall be opened publicly and shall be read aloud immediately following the deadline for submission. A summary of the Bid Results shall be made available at a reasonable time after the opening of bids.

1.14 AWARD OF CONTRACT

a. If the City determines to award a Contract for the Project, such Contract shall be awarded to the responsive and responsible Bidder with the lowest total aggregate Bid, including all Additive Bid Alternates. This does not preclude the City from selecting for award the Base Bid and any combination of Additive Bid Alternates, after the lowest responsive and responsible bidder has been determined. The City reserves the right to reject any or all bids or to waive in the public interest clerical errors and discrepancies in bids submitted. In evaluating bids, the City shall consider whether or not the bids comply with requirements, alternatives, and unit prices, as requested in the Form of Bid.

b. The City shall have the right to delay the award of the contract for NINETY (90) days after bids are opened and declared. Bidders may withdraw their bids on the ninety-first (91st) day after bids are publicly opened and declared by submitting written notice addressed to the Huntington Park Engineering Division at Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, California 90255.

c. Construction Schedule

Following the award of a Project Contract by the City, if any, to the successful Bidder, the successful Bidder shall within two (2) calendar days following the issuance of the Notice to Proceed submit a Construction Schedule to the City's Construction Manager. The submission of all schedules and updates in addition to the execution of the Project Contract shall be a pre-condition to City's approval of any progress payments.

d. Execution of Contract by Successful Bidder

Following bid opening and upon notification from the City, the apparent successful Bidder will be required to deliver within five (5) calendar days to the offices of the Community Development Department certificate(s) issued by the insurance carrier(s), payment and performance bonds, and three (3) signed and notarized contract signature pages. The contract pages must be signed by the authorized officer, partner, member, or sole proprietor of the

successful Bidder.

e. Execution of Contract by City

When the City has formally awarded the Contract to the successful Bidder, the City will execute the contract and issue the fully executed contract to the Contractor followed by the Notice to Proceed.

1.15 PERFORMANCE AND OTHER BONDS

The General Conditions and Supplementary Conditions set forth the requirements as to performance bonds and other bonds. When the successful Bidder delivers the executed Project Contract to the City, it shall be accompanied by the required contract security as required in the Project Specifications.

1.16 CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

a. **Project Goals:** Consistent with the City's efforts to comply with the California Integrated Waste Management Act of 1989 (Public Resources code, Section 40000 et seq), the goal of these specifications is to reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by City projects thereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

b. **General Debris Recycling Requirements:** For projects not requiring a demolition permit, Contractor shall use Best Management Practices (BMP) to reduce, reuse, and/or recycle debris generated by the project to the maximum extent feasible. In performing the requirements of these specifications, the Contractor and subcontractors shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, Public Resources Code Section 40000 et seq. and shall dispose of hazardous materials and waste in compliance with all local, State, and Federal laws and regulations.

1.17 BEST MANAGEMENT PRACTICE (BMP) AND REQUIREMENTS

Contractor shall comply with the current Los Angeles County Municipal Storm Water National Pollution Discharge Elimination System (NPDES) Permit, and the latest edition of the California Stormwater Quality Association's "Storm Water Best Management Practice Handbook. A copy of the BMP Manual can be downloaded at the following website: www.cabmphandbooks.com.

1.18 GRATUITIES

a. It is improper for any official, officer, employee, or agent of the City of Huntington Park to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of such consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the City's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to an official, officer, employee, or agent of the City of Huntington Park for the purpose of securing favorable treatment with respect to the award of the Contract.

b. A Bidder shall immediately report any attempt by an official, officer, employee, or agent of the City of Huntington Park to solicit such improper consideration. The report shall be made either to the City Manager's Office at (323) 584-6223. Failure to report such a solicitation may result in the Bidder's submittal being eliminated from consideration and any other legal action as may be merited.

c. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.19 FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

1.20 REDUCTION OF SOLID WASTE

Consistent with the City Council's policy to reduce the amount of solid waste deposited at landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

1.21 BID PROTESTS

a. All bid protests shall be submitted in writing within one (1) calendar week of the Bid Opening Date to the City Clerk's Office during normal business hours for the City Clerk's Office. The protesting bidder must also send a copy of the protest to the bidder being challenged, concurrently with the submittal to the City.

b. All bid protests shall describe in complete detail the reason for the protest, and shall include references to any Federal and/or State laws supporting the bid protest.

c. The procedures and time limits set forth in this Subsection are mandatory and are the Bidder's sole and exclusive remedy in the event that the City's determination of the successful Bidder is protested.

d. Failure to comply with this Subsection shall constitute a waiver of any right to further pursue a bid protest including, but not limited to, a Government Code Claim or other legal proceeding.

1.22 DETERMINATION OF BIDDER RESPONSIBILITY

a. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the City's policy to conduct business only with responsible consultants and contractors.

b. Bidders are hereby notified that, the City may determine whether the Bidder is responsible based on a review of the Bidder's performance on any prior contracts with the City of Huntington Park or any other third-party entity. City shall give particular consideration to the following factors: Contractor's ability to timely complete all work; the ability to complete all work at or under budget; the quality of work performed; Contractor's compliance with labor laws related to employee compensation and benefits; evidence of Civil and/or Criminal Actions brought against Bidder's; evidence of debarment; and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

c. The City may declare a Bidder to be non-responsible if the City, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the City; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the City or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the City or any other public entity.

d. If there is evidence that the highest ranked Bidder may not be responsible, the City shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the City Council that the Bidder be found not responsible. The City shall provide the Bidder and/or

the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence that is the basis for the City's recommendation.

e. If the Bidder presents evidence in rebuttal to the City, the City shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council. The final decision concerning the responsibility of the Bidder shall reside with the City Council.

f. The terms shall also apply to proposed subcontractors of Bidders on City contracts.

1.23 WORK NOT INCLUDED

The letters "NIC" shall mean "not in contract" and indicates that a particular item appearing in a drawing are not part of the current Project at the present time. Drawings marked NIC may been included as part of the Specifications as they contain useful information that will assist the bidder in better understanding the Primary Elements of the Project.

1.24 FEDERAL DBE REQUIREMENTS

The bidder hereby gives assurance pursuant to the requirements of Title 49, C.R.F. Part 23, that bidder has made a reasonable attempt to meet the goal for Minority Business Enterprise participation specified for the contract for which this proposal is submitted. Bidder further gives assurance that bidder will submit the documentation required by said regulations and the specifications for the listing of a Minority Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder, and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

See also Section 1.33, Specific EPA Grant Conditions

1.25 [RESERVED NO TEXT]

1.26 [RESERVED NO TEXT]

1.27 [RESERVED NO TEXT]

1.28 [RESERVED NO TEXT]

1.29 REQUIRED CERTIFICATION/DISCLOSURE

Bids must provide full disclosure on violations and civil/criminal legal actions as provided for on the bidding requirement forms Sections 00470, 00471, 00472, 00473, and 00474. Failure to complete these forms may result in a determination that the Bidder is non-responsive and/or not responsible.

1.30 NOTIFICATION TO CITY OF PENDING ACQUISITIONS/MERGERS BY BIDDING COMPANY

The Bidder shall notify the City of any pending acquisitions/mergers of its business organization. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.31 [RESERVED – NO TEXT]

CONTINUED ON NEXT PAGE

1.32 LISTING OF FORMS TO BE COMPLETED BY BIDDER AND SUBMITTED AS PART OF BID PROPOSAL

The following forms which are included as part of the Bid Documents including all addenda must be completed as applicable by each Bidder and submitted along with the Bidder's proposal. Failure to include all forms may result in the bid being deemed non-responsive.

Form of Bid (fully completed)	Section 00300
Bid Bond (fully executed)	Section 00410
List of Subcontractors (revised per Addendum No. 4)	Section 00430
Non-collusion Affidavit	Section 00450
3-Year Contracting History	Section 00465
False Claims	Section 00470
Civil Litigation History	Section 00471
Criminal Convictions	Section 00472
Debarments	Section 00473
Labor Law/Payroll Violations	Section 00474
Contractor's Industrial Safety Record	Section 00490
EPA Certification Regarding Lobbying (added per Addendum No. 4)	Section 00500
EPA Certification Regarding Debarment, Suspension and Other Responsibility Matters (added per Addendum No. 4)	Section 00510

These documents will be included as part of the Contract Documents.

CONTINUED ON NEXT PAGE

1.33 SPECIFIC EPA GRANT CONDITIONS

A. This project involves funding from the Environment Protection Agency ("EPA"). All EPA requirements, whether stated herein or not, must be strictly followed. Failure by the Contractor to comply with EPA requirements can jeopardize the City's funding, and result in damages to the City. City shall have the right to deduct any damages resulting from the Contractor's failure to comply with EPA requirements from the Contract Sum.

B. Subrecipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding $100,000, at any time under a Federal grant, shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above (see form on the next page).

C. The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency (see form on the next page).

D. The following are the MBE/WBE fair share goals negotiated with EPA by the California State Water Resources Control Board:

	MBE	WBE
Construction	24%	6%
Equipment	22%	26%
Services	30%	31%
Supplies	29%	20%

E. The Contractor is required to comply with the six affirmative steps listed in 40 CFR 31.36(e) as follows:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the

affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

7. The City will make prompt payment to contractors retaining only justifiable amounts.

I. PROCUREMENT STANDARDS

A. Contract awards will be made to responsible contractors possessing the ability to perform successfully considering integrity, compliance with public policy, record of past performance, and financial and technical resources as per 40 CFR 31.36(b)(11).

B. Time and material contracts will not be used unless no other kind of contract is suitable and the proposed contract includes a ceiling price as per 40 CFR 31.36(b)(10).

C. The City will be responsible for settling all issues including source evaluation, protests, disputes, and claims as per 40 CFR 31.36(b)(11).

D. The contractor is to exhaust all administrative remedies with the City before protesting to the EPA, which will only review protests based on violation of Federal law or regulation or for failure of the City to review a protest under the City's protest procedures as per 40 CFR 31.36(b)(12).

II. COMPETITION

A. Full and open competition should not be restricted by placing unreasonable requirements on firms to qualify to do business or by requiring unnecessary experience and excessive bonding as per 40 CFR 31.36(c)(1)(i) & (ii).

B. Full and open competition should not be restricted by specifying only a brand name instead of allowing "an equal" product as per 40 CFR 31.36(c)(1)(vi).

C. The use of statutorily or administratively imposed in-State or local geographical preferences is prohibited except where applicable Federal statutes expressly mandate or encourage geographic preference as per 40 CFR 31.36(c)(2).

D. Included in Bid Specifications is a clear and accurate description of the technical requirements for materials, products, and services to be provided. Minimum essential characteristics and standards have been used. Detailed requirements which unduly limit competition have not been used as per 40 CFR 31.36(c)(3).

III. CONTRACT PROVISIONS

A. Administrative, contractual or legal remedies shall be provided for when contractors violate or breach contract terms, with sanctions and penalties as appropriate as per 40 CFR 31.36(i)(1).

B. Provisions to terminate for cause and for convenience shall be provided including the manner it will be effected and the basis for settlement as per 40 CFR 31.36(i)(2).

C. Compliance with Executive Order 11246 (Equal Employment Opportunity) shall be required as per 40CFR 31.36(i)(3). Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWSRF and DWSRF project related contracts and subcontracts over $10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he 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 contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Contractor will comply with Sections 103 &107 of the Contract Work Hours and Safety Standards Act as directed in Department of Labor regulations at 29 CFR Part 5.

E. Access to pertinent contract records is provided to the grantee, EPA, US Comptroller General, or any duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as per 40 CFR 31.36(i)(10).

F. Contractor is required to retain contract records for 3 years after final payment is made and all other pending matters are closed as per 40CFR 31.36(i)(11).

G. Contractor will comply with Clean Air Act Section 306, Clean Air Water Act Section 508, Executive Order 11738, and EPA regulations at 40 CFR 15, which prohibits dealing with entities in noncompliance with the cited acts as per 40 CFR 31.36(i)(12).

H. Contractor will comply with the energy efficiency requirements in the state energy conservation plan issued as required by the Energy Policy and Conservation Act (PL 94-163) as per 40 CFR 31,36(i)(13).

I. EPA and authorized representatives will be provided access to construction site as per 40 CFR 31.40(e).

J. If historical or archeological artifacts are uncovered during construction, the Contractor shall cease construction activities within fifty yards of the find and shall contact the Engineer and ground disturbing work in the area must be suspended until a qualified person can evaluate the nature and significance of the find. Should human remains be found, all work shall be stopped, and the coroner be notified. Work will be allowed to resume only after the approval of the Coroner.

[END OF DOCUMENT]

SECTION 00430

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code 4104]

List all Subcontractors doing Work in an amount in excess of 0.5% of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets or highways (including bridges), in excess of 0.5% of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Subcontractors				
Name under which Subcontractor is Licensed	California Contractor's License Number(s) & Class(es)	Address & Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)

United States Environmental Protection Agency

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, **LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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. Code. 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.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2008) Previous editions are obsolete.

SECTION 00510
REQUIRED BID FORM

United States
Environmental Protection Agency

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

SECTION 00600

PROJECT CONTRACT

CITY OF HUNTINGTON PARK

AGREEMENT FOR FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

THIS AGREEMENT (the "Agreement" or "Contract") is made and entered this _____, by and between the City OF HUNTINGTON PARK, a California municipal corporation ("City") and _____ ("Contractor"). Contractor's license number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. THE CONTRACT DOCUMENTS. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the bonds, permits from regulatory agencies with jurisdiction, General Contract Conditions, Supplementary Contract Conditions, Special Provisions, Technical Specifications (including Attachments A-E of the Bid Book), Project Plans, Standard Plans, Standard Specifications, Addenda, Change Orders, Supplemental Agreements, and the complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. For purposes of this Contract, the capitalized term "Bid Book" means and refers to the digital compact disc containing a set of Bidding Documents which were originally made available to prospective Bidders beginning on __August 11_____, 2014 as per the City's Notice Inviting Bids for the Project.

2. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as SOUTHLAND STEEL SITE REMEDIATION PROJECT ("Project"), as described in this Agreement and in the Contract Documents, which are on file with the Department of Public Works and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (commonly known as the "Greenbook"), including supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California (collectively "Standard Specifications"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

3. Extra Work. Extra work, when ordered in writing by the City's Construction Manager and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the City's Construction Manager. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the City's Construction Manager, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

4. Effective Date. This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.

5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars ($_____) in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

7. Payments. City shall make payments within thirty (30) days after receipt of undisputed and properly submitted payment requests from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days, after receipt and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

8. Substitute Security.

a. At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.

b. Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.

c. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

d. If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

e. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit "A."

10. Time. Upon receipt of written Notice to Proceed from the City, Contractor shall perform with due diligence the services requested by the City as specified in the Bid Documents. Time is of the essence in this Agreement. All work under this Agreement shall be completed no later than ___45 days after issuance of the Notifce to Proceed by the City.

11. Unresolved Disputes. In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall notify City promptly of its intention to submit a claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and City of Huntington Park procedures for claims against the City shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Default and Remedies.

a. Default shall consist of any failure by the Contractor to perform under this Agreement or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Agreement. Actions which constitute a default include, but are not limited to: (1) failure to submit to the City reports which are required pursuant to this Agreement or the submission of required reports that are incorrect or incomplete; (2) submission of requests for payment or reimbursement of amounts that are incorrect or incomplete; (3) the failure of Contractor to accept any additional conditions which may be required by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency; or (4) failure to perform any activity required by this Agreement.

b. Upon occurrence of any default, the City shall advise Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the Agreement. If Contractor does not cure the default within thirty (30) days of receipt of written notice from the City, the City may continue the suspension or, by written notice of termination, may terminate this Agreement.

c. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Agreement, and the City may deduct the amount of damages from any outstanding payments to Contractor or may withhold payments until such time as the exact amount of the damages is determined.

13. Termination.

a. The City may cancel this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

b. If federal funding for this Agreement is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement.

c. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased by the Contractor pursuant to this Agreement shall, at the option of the City, become the City's property, and Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any work satisfactorily completed hereunder.

14. Indemnity.

a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Bid Protests. In addition to its obligations pursuant to Section 14(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.

c. Civil Code Exception. Nothing in Section 14(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the Agreement is subject to

Civil Code section 2782(a) or the City's active negligence to the limited extent that the Agreement is subject to Civil Code section 2782(b).

d. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they 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 indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

e. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

f. Survival. The provisions of this Section 14 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

15. Record-Keeping and Reporting.

a. *Records to be Kept*. Records shall be maintained in accordance with the requirements prescribed by the Environmental Protection Agency ("EPA") or the City with respect to all matters covered by this Agreement. Such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement. Additionally, pursuant to Government Code Section 8546.7, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

b. *Documentation of Costs*. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

c. *Inspection of Records*. At any time during normal business hours and as often as City, EPA and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to any of these entities for examination all of its records, with respect to all matters covered by this Agreement, and will permit any of these entities to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.

16. Lobbying Certifications. The Federal Lobbyist Requirements Certification is attached hereto and incorporated herein by this reference. Contractor shall complete and file this Certification as required by the City.

17. Utilities. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

18. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of

information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

19. Antitrust Claims. Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

20. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq*., which is incorporated herein by this reference.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be, and shall ensure all subcontractors are not, debarred, suspended or placed in eligibility status under the provisions of 24 C.F.R. Part 24 throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code sections 1777.1 or 1777.7.

24. Anti-Discrimination. Contractor shall adhere to all federal discrimination requirements, including Executive Order 11246, as listed in the Federal Discrimination Provisions, which is attached hereto and

incorporated herein by this reference. Contractor shall also adhere to the Equal Employment Opportunity Regulations for Federally Assisted Construction Contracts, which is attached hereto and incorporated herein by this reference. Contractor shall ensure equal opportunity to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

25. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

26. Civil Rights. The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

27. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color or national origin.

28. Conflicts of Interest.

a. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

b. No official, officer, employee, or agent of the City or Contractor shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said officials, officers, employees, and agents are similarly barred from having any financial interest in the program.

29. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

30. Davis-Bacon Act, Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. City and Contractor acknowledge that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon Act ((40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5)) and related acts, are incorporated by this reference and will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm), the higher of the two will prevail. The

rates per diem for each type of worker are on file with the Public Works Director at City Hall at the address listed below, and are available to anyone upon request.

31. Contract Work Hours and Safety Standards Act. In employing mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 327 *et seq*.), as supplemented by Department of Labor Regulations contained in 29 C.F.R. Parts 3, 5 and 5a. Contractor shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than forty (40) hours in that workweek, except as provided in the Contract Work Hours and Safety Standards Act. When a violation occurs, Contractor is liable to the affected employee for the employee's unpaid wages and to the City for liquidated damages equal to ten dollars ($10) for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

32. Federal Labor Provisions.

A. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor obtained by City, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Contractor and all subcontractors shall include the name of the City employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) Contractor and all subcontracts entered into under this Agreement shall provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination: and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Withholding. The City, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of wages required by the contract, EPA may, after written notice to the Contractor, or City take such action as may be necessary

to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

D. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for transmission to the EPA, if requested by EPA, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City.

(B) Each payroll submitted to the City shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following;

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph C.(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the Contractor, City, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or-her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event, the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements o Executive Order 11246, as amended, and 29 CFR Part 30.

F. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

G. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

H. Contract Termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

I. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

J. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors), the City, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives.

K. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

33. Overtime.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages. The *City,* ("City") upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

34. California Labor Provisions.

a. Public Work

Contractor acknowledges that the Project is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

b. Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

c. Failure to Pay Prevailing Rates

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.

d. Payroll Records

Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

e. Apprentices

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

f. Debarment or Suspension

Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor or any subcontractor becomes debarred or suspended throughout the duration of the Project, Contractor shall immediately notify City.

g. Hours

Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 11/2 times the basic rate of pay.

h. Subcontractors

For every subcontractor who will perform Work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of the provisions in this Section 35 and a requirement that each subcontractor shall comply with those provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

i. Prevailing Wage Indemnity

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 35 by any person (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section 35.i shall survive termination of the Contract.

35. Energy Conservation Requirements. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

36. Clean Air/Clean Water Requirements. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement. Contractor acknowledges that funding for this Agreement includes funds provided by the Environmental

Protection Agency and the California Department of Toxic Substances Control, and agrees to comply with all regulations and lawful orders arising from that funding.

38. Bonds. Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. Contractor shall also obtain a one-year warranty bond in an amount that is not less than the total compensation amount of this Agreement and in a form approved by the City Attorney and shall deliver this bond to the City before the City's acceptance of the project; alternatively, the Contractor shall submit written evidence from the surety of an extension to its performance bond, to be effective for a year after acceptance by the City, and shall submit this extension before the City's acceptance of the Project. All bonds shall be provided by a California admitted surety insurer.

39. Ownership of Documents and Work Product.

a. All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by Contractor pursuant to this Agreement ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products. Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to this paragraph. Contractor hereby also assigns to the City all ownership and any and all patent and other rights in any discovery or invention that arises out of or is developed in the course of Contractor's performance of this Agreement.

b. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

c. Upon termination, abandonment or suspension of the Project, the Contractor shall deliver to the City all Written Products and other deliverables related to the Project without additional cost or expense to the City. If Contractor prepares a document on a computer, Contractor shall provide City with said document both in a printed format and in an electronic format that is acceptable to the City.

40. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

41. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

42. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

43. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

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

45. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements.

46. Amendment. The City or Contractor may only modify or amend this Agreement or any provision herein in a writing signed by both parties which expressly refers to this Agreement. The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amount, 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 a part of this Agreement, such modifications will be incorporated only by written amendments signed by both the City and Contractor.

47. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

48. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

49. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

To Contractor:

The address listed in Exhibit "A."

50. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

51. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF HUNTINGTON PARK

By: _____

Mayor

ATTEST:

By: _____

City Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

The signature(s) of Contractor must be acknowledged before a Notary Public, using the proper form of acknowledgment.

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

FEDERAL DISCRIMINATION PROVISIONS

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. **Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 20000d), as amended by the Equal Employment Opportunity Act of 1972**, which provide that no person shall, on the ground of race, color, national origin, or sex, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance, and **Section 503 of the Rehabilitation Act of 1973,** which provides for affirmative action to employ and advance qualified disabled people

D. **Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. **Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101) and regulations at 28 CFR Part 35 and 29 CFR Title 1630**, which provides prohibits discrimination based on disability, and **Architectural Barriers Act of 1968**, which requires buildings assigned for public use to be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities.

F. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60**, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

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

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO.

The Contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The Contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the Contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The Contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, EPA or DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

SECTION 00700

GENERAL CONTRACT CONDITIONS

1. **Equal Products**
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4. **Conflicts, Errors, Omissions, Ambiguities, Inconsistencies and/or Discrepancies**
5. **Contract Documents**
6. **Delays, Extensions and Suspension of Work**
7. **As-Built Drawings**
8. **Reference Materials**
9. **Construction Schedule**
10. **City's Right to Delay Commencement of the Work**
11. **Updated Schedules**
12. **Changes to the Contract**
13. **Observation**
14. **Permits, Licenses and Inspections**
15. **Tests**
16. **Substantial Completion**
17. **Occupancy by the City**
18. **Workers**
19. **Hours of Work**
20. **Saturday, Sunday, Holiday and Overtime Work**

21. Employment of Indentured Apprentices

22. Affirmative Action Plan for Equal Employment Opportunity

23. Payroll Records

24. Quality of Work and Material

25. Responsibility of Contractor and of Contractor's Representatives on the Work

26. Repairing Damages Work

27. List of Subcontractors and Subletting Work

28. Advertising

29. Coordination with Others and Other Contracts

30. Contractor's Construction Equipment

31. Contractor Personnel

32. Audits and Records

33. Warranty and Corrections to Work

34. Hazardous Material

35. Contractor Safety Requirements

36. Indemnification

37. General Insurance Requirements

38. Insurance Coverage Requirements – Types and Limits

39. Assignment

40. Patents

41. Suspension and/or Termination of Work and/or Contract

42. Limitation of Liability

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44. Waiver

45. Prior Agreements

46. Progress Payments

47. Acceptance of Final Payment as Release

48. Substitution of Securities for Retention

49. Resolution of Construction Claims

50. Conflict of Interest

51. Anti-Trust Claims

SECTION 00700

GENERAL CONTRACT CONDITIONS

1. EQUAL PRODUCTS:

   A. Where a product is not identified specifically as a "Sole Source" item as permitted in accordance with Section 3400(c) of the California Public Contract Code, the bidder shall have the right to use any of the products specified and/or to propose any equal product. The City reserves the right to accept or reject any proposed equal product during the submittal review process, and in the case of a rejection, the City will specifically identify the quality or qualities that failed to meet the standards specified in the Contract Documents.

   B. The Contractor shall submit any equal product for review by the City far enough in advance of the work to allow the City adequate time to review the submittal. Such time specifically includes any necessary resubmittal activities. Contractor shall be solely responsible for any time impacts that result directly from submittal review of an equal product so long as the total review time taken by the City does not exceed thirty (30) working days.

2. COPIES OF CONTRACT DOCUMENTS:

   The Contractor will be provided one (1) hardcopy of the Contract Documents and an electronic copy of the Contract Documents specifically identified as being "FOR CONSTRUCTION." Contractor is solely responsible for all of its copying costs. In addition, the Contractor will be issued a set of plan at the time of permit issuance for all work which requires a construction permit issued by the City's Building Department.

3. DRAWINGS AND SPECIFICATIONS:

   Specifications are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods, and equipment necessary to complete the Work shown or reasonably implied on the Drawings and Specifications. The Drawings are intended to establish the scope, arrangement, graphic detail, and to illustrate the contract requirements. The Drawings and Specifications are intended to compliment and supplement one another, and any part of the Work that may be mentioned or indicated in the one and not represented

in the other shall be done the same as if it had been mentioned or represented in both. Work, materials, or equipment of a minor nature which may not be specifically mentioned in the specifications or indicated on the Drawings, but which may be reasonably assumed as necessary for the completeness of the Work, shall be performed and or supplied by the Contractor the same as if it were shown on the Drawings or described in the Specifications. In case of discrepancy either in the figures, on the drawings, or in the specifications, the matter shall be promptly submitted to the City who shall promptly make a determination in writing.

4. CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, INCONSISTENCIES, AND/OR DISCREPANCIES

A. If the Contractor, in the course of the work, becomes aware of any conflict, error, omission, ambiguity, inconsistency, and/or discrepancy in the Contract Documents, the Contractor shall immediately inform the City. The City shall promptly review the matter, and if it finds a conflict, error, omission, ambiguity, inconsistency, and/or discrepancy has been made, it shall determine the corrective actions and advise the Contractor accordingly.

B. In resolving conflicts, errors, omissions, ambiguities, inconsistencies, and/or discrepancies in any of the Contract Documents, the City shall have the right to clarify which conflicting information is correct, and which is incorrect at no additional cost to the City.

C. In the event of conflicts, errors, omissions, ambiguities, inconsistencies, and/or discrepancies among two or more portions of the Contract Documents, the City may direct the Contractor to follow the most stringent requirement or to perform Work involving the greatest dollar value at no additional cost to the City.

D. If the Contractor proceeds with any work which is impacted, or potentially impacted by a conflict, error, omission, ambiguity, inconsistency, and/or discrepancy without instructions from the City, the Contractor shall remove the noncomplying work, or the Contractor shall make the necessary corrections to comply with the City's instructions at no additional cost to the City.

E. In resolving conflicts, errors, omissions, ambiguities, inconsistencies, and/or discrepancies in any of the Contract Documents, if the City determines that none of the information stated in the Contract Documents is correct, and if the required corrected work increases or decreases the Contract Sum or the Contract Time, the City shall issue an appropriate Contract Change Order.

5. CONTRACT DOCUMENTS:

A. The Contract Documents are divided for convenience into divisions and sections as set forth in the Table of Contents preceding these General Conditions. Format is based upon the **CSI Format for Construction Specifications**. Schedules of Work included in these sections are given for convenience and shall not be considered as a comprehensive list of items necessary to complete the Work of any section.

B. Where devices or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

6. DELAYS, EXTENSIONS AND SUSPENSION OF WORK

A. Delays, extensions, and suspension of work shall be in accordance with Section 00910, Delays, Extensions and Suspension of Work.

7. AS-BUILT DRAWINGS:

A. The Contractor shall keep one (1) complete and up-to-date set of prints at all times on the job, reserved for use as a record set of changes from the bid set. Throughout the duration of the construction work, this set of prints shall be the responsibility of the Contractor to maintain as a record of all field changes including underground runs, which are installed in locations other than those indicated on the Contract Drawings and those that have been indicated as to be field run as located. The lines shall be located on the Drawing dimensionally from a fixed point, such as a street-curb line, or centerline, or a permanent structure. A copy of the updated as-built prints and as-built specifications shall be made available to the City with the monthly progress payment requests.

B. Contractor progress payment will be contingent upon the as-built drawings and specifications being maintained in current status, and the City will not approve progress payments unless these as-built drawings and specifications are current.

C. As a condition to certifying the final payment under this Contract, within 30 calendar days after substantial completion, the Contractor will submit to the Project Manager the original set of as-built prints as well as the set of as-built specifications. All variations from the Contract Drawings and any additional information required by the Specifications shall be entered on the as-built

drawings and specifications as they occur, neatly and legibly, in ink of a contrasting color or otherwise marked as approved by the City. Each set of as-built drawings and specification shall be signed and dated before being accepted by the City representative at the completion of the Work.

8. REFERENCE MATERIALS:

The Contractor shall furnish and maintain on-site reference material including at least one copy of all applicable codes referenced in the Contract Documents necessary for the performance of the Work specified.

9. CONSTRUCTION SCHEDULE:

A. All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall prosecute the Work at such time and in such manner that Substantial Completion of the Work shall occur in accordance with the Contract and the Contract Time, including authorized adjustments thereto.

C. The term "day" when used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

10. CITY'S RIGHT TO DELAY COMMENCEMENT OF THE WORK:

The City shall have the right to direct that the Contractor shall withhold actual commencement of the Work of construction until sufficient material, in the opinion of the City, has been delivered to the site of the Work to insure completion of the Work without interruption, and the Contractor shall comply with such instructions when issued.

11. UPDATED SCHEDULES:

Updated schedules shall be attached with the Contractor's request for payment and shall be a condition required prior to payment. Each schedule shall include a narrative report defining problem areas, anticipated delays, and their impact on the schedule, and the corrective action that shall be taken by the Contractor and its affect.

12. CHANGES TO THE CONTRACT

A. Changes to the Contract shall be in accordance with Section 00900, Changes to the Contract.

13. OBSERVATION:

A. All Work shall meet with the approval of the City and shall be completed in conformity with the Drawings and Contract Documents approved by, and on file with the City, such Drawings and the Contract Documents will be made part of the Contract to be entered into for the Work referred to herein. The City at its discretion may require the contractor to obtain approval/clearance from the Inspector of Record for certain items to ensure the quality of the work.

B. The City or its representative will have access to the Work at all times. The Contractor will furnish all facilities for inspection at the construction site, and at shops or yards, and shall not cover up any Work until the same has been approved by the City. If Work should be covered up before being inspected, the Contractor will be required to remove such portions of the Work as may be necessary to disclose the part in question.

C. The City or its authorized representatives will be given access to the Work at all times. Such access will not be subject to restrictions which are not directly related to the provision and maintenance of health and safety.

D. The Contractor will be issued a "Notice of Noncompliance" for any portion of the contract Work that does not satisfy the requirements of the Drawings and Specifications. No Work subject to a "Notice of Noncompliance" will be paid for by the City until such Work is brought into full compliance with the Drawings and Specifications to the satisfaction of the City. The Contractor must obtain the City's approval for all corrected deficiencies and/or non-compliant work prior to proceeding with work that may be affected by the deficient and/or non-compliant work. The Contractor shall not build on or conceal work that is efficient and/or non-compliant. Furthermore, work that is built or dependent upon item(s) that are deficient and/or not-compliant will not be approved on the progress payment request.

E. An Inspection Notice will be issued if the contract Work has not been executed in full compliance with the Drawings and Specifications. The Contractor is responsible for bringing all Work subject to an Inspection Notice into full compliance with the Drawings and Specifications at no additional cost to the City.

F. Technical Reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc., of the Contractor's Work or

performance under this contract in accordance with the requirements of the Drawings and Specifications.

14. PERMITS, LICENSES, AND INSPECTIONS:

A. The Contractor will obtain and pay for all permits required for the Work except the following "no-fee" permits: building, electrical, grading, mechanical, plumbing, and sewer Work. Further, the Contractor will obtain and pay for all permits incidental to the Work or made necessary by Contractor's operation. This includes Contractor/Manufacturer designated structures such as prefabricated buildings, light poles, special shoring, and the like. The Contractor shall also pay for the plan check of prefabricated buildings.

B. To comply with Section 3800 of the Labor Code of the State of California, the Contractor and all Subcontractors requiring a permit (building, plumbing, grading, electrical, etc.) shall file a Workers' Compensation Certificate with the Department of Public Works, Architectural Engineering Division, Contracts Administration Section.

C. Exclusive of off-site inspection specified to be the City's responsibility, the Contractor will arrange and pay for all off-site inspection of the Work including certification thereof required by the specifications, drawings, or by governing authorities.

D. The City will provide on-site inspection of the Work and will arrange for off-site inspection when noted on the drawings and/or when specified in the various technical sections of the Specifications as the responsibility of the City. All other required inspection will be the responsibility of the Contractor.

E. The City will not pay any costs for licenses required in the performance of the Work. The Contractor shall assume this responsibility in total.

15. TESTS:

A. City's Responsibilities

1. The City reserves the right to test or require the Contractor to obtain "called tests" of any materials or performance over and above "required tests" as defined in the following Paragraph B.1, and provided such "called tests" show the Work meets the specified requirements, the City will pay for the cost of the tests. If the

Contractor was required to obtain the test from a third party, the City will reimburse the Contractor on the basis of Contractor's certified statement of the results and costs, with appropriate supporting documentation.

B. Contractor's Responsibilities

1. The Contractor will arrange and pay for all tests of materials or performance as required by the Specifications or by ordinance or governing authority. These are defined as "required tests".

2. The Contractor shall pay for all "called tests" as defined in preceding subparagraph A.1, when the test results show the materials or performance fails to meet the specified requirements. Immediately thereafter, the Contractor, at Contractor's own expense, shall remove the improper Work and replace same with materials or performance meeting the specified requirements. The Contractor shall also bear the expense of any tests required of the replaced Work, and of any subsequent removal, replacement, and testing as may be necessary to obtain materials or performance meeting the specified requirements.

16. SUBSTANTIAL COMPLETION:

A. The date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, is the date certified by the City when construction is sufficiently complete, in accordance with the Contract Documents, so the City may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

B. When the Contractor considers that the Work, or designated portion thereof as set forth in the Contract Documents, is substantially complete as defined above, the Contractor shall prepare for submission to the City a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the City determines that the Work or designated portion thereof is substantially complete, it will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or completed. The Work not fully completed or corrected shall be completed to the satisfaction of the City within thirty (30) calendar days after Substantial

Completion, or within a period of time mutually agreed upon between the Contractor and the City. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the City may complete or correct the items and deduct the cost thereof from the Contract amount.

C. Warranties required by the Contract Documents, as discussed in Article 40 of the General Conditions, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

D. Upon Substantial Completion of the Work or designated portions thereof, and upon application of the Contractor, the City, in City's sole discretion, may release and/or reduce the amounts retained subject to the limitations of Public Contract Code Section 9203.

E. In accordance with the General Conditions, the City reserves the right to occupy substantially completed portions of the Work and any such portion shall be subject to the above provisions for Substantial Completion.

17. OCCUPANCY BY THE CITY:

A. The Contractor, Contractor's employees, and representatives will be admitted by the City to the premises for the purpose of executing the Work to be performed under this contract, but they shall have no tenancy.

B. It is further understood that the City shall have the right to take temporary possession of, or use any portion of, any substantially completed part of the Work. Before taking possession of any Work, the City shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the City intends to take possession of or use. However, a failure of the City to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The City's possession or use shall not be deemed an acceptance of any Work under the Contract.

C. While the City has such possession or use, the Contractor shall be relieved of the responsibility for the loss of, or damage to, the Work in place resulting from the City's possession or use. If prior possession or use by the City delays the progress of the Work or causes additional expense to the Contractor, an adjustment may be made in the Contract Amount or the Contract Time, under the applicable scheduling and cost provisions of this Contract.

18. WORKERS:

Only workers skilled in the various trades required on this contract shall be employed upon the Work. Any mechanic or laborer employed upon the Work who, in the opinion of the Department, is non-cooperative or who shall prove careless or incompetent, shall be immediately removed from the Work by the Contractor, when notified to do so, and shall not be re-employed upon the Work.

19. HOURS OF WORK:

Work in excess of eight (8) hours per day will be permitted by employees of contractors under this Contract only so long as Section 1815 of the Labor Code of California is complied with by such contractors.

20. SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK:

A. No construction Work shall be done on Saturdays, Sundays, or holidays recognized by the City government and no Work shall be performed outside of normal Working hours without the consent of the City, unless required under these specifications. In any event, all Work shall be subject to approval of the City. Prior to the start of such Work, the Contractor shall arrange with the City for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by contractors for permission to Work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the Contractor shall bear all extra expense to the City or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the awarding entity, to work overtime by the City; or if overtime Work is specifically required by these Specifications, all extra expense of inspection will be paid by the City. Should the Contractor find it necessary in order to complete the Work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays or overtime, these operations shall be performed as part of the Work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for the Contractor to assume the cost of inspections.

B. The City reserves the right to order in writing Work outside of normal working hours to avoid inconvenience of occupants of existing facilities or to perform special operations that, in the judgment of the City best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the City

elects to order Work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor shall submit copies of Contractor's payrolls indicating the premium wages actually paid, and the City will issue a Change Order to reimburse the Contractor for Contractor's actual costs only.

21. EMPLOYMENT OF INDENTURED APPRENTICES:

A. Contractor shall comply with Section 1777.5 and 1777.7, Labor Code, State of California.

B. All Contractors shall employ registered apprentices at a ratio of not less than one hour of apprentice′s work for every five hours of labor performed by a journeyman. Contractors shall be responsible for the compliance of all Subcontractors.

C. Contractor and Subcontractors shall keep an accurate record showing the name of the craft and wage rate of each apprentice and journeyman employed by each entity. Subcontractor shall provide, weekly, such records to the Contractor. Records shall be made available to the Division of Apprenticeship Standards and the City, for the purpose of determining compliance. Failure to comply may result in withholding payments and other penalties as provided by the Labor Code.

22. AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY:

A. The following provisions pertaining to equal employment opportunity are incorporated into this Contract. All references herein to "Contractor" shall be deemed to refer to the "general" Contractor.

B. During the performance of any construction Contract in excess of $10,000, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are, and will be, treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in

compliance with all anti-discrimination laws of the United States of America and the State of California.

2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor shall deal with Contractor's Subcontractors without regard to or because of race, color, religion, sex or national origin.

4. The Contractor shall comply with current Federal employment and reporting requirements for City-funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the federal form provided by the contract awarding authority.

5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section.

6. The Contractor shall allow the City access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested by the City.

7. The Contractor agrees that if the City finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the City may determine to cancel, terminate, or suspend the Contract. While the City reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated federal or state anti-discrimination laws may constitute a finding by the City that the Contractor has violated the anti-discrimination provisions of the Contract.

8. At City's option, and in lieu of canceling, terminating, or suspending the Contract, the City may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars ($200) for each violation found and determined. The City and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

9. The Contractor shall include the provisions of the foregoing Paragraphs B.1. through B.8. in every subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this contract.

23. PAYROLL RECORDS:

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California. Maintain payroll records as enumerated in Subdivision (a). The Contractor and Contractor's Subcontractors shall submit weekly to the City a copy of all certified payrolls, indicating that the wage rates are not less than those determined by the State Division of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the Work they performed. Submission of a "Weekly Payroll Report" (Form 347 or similar) is required under this Contract. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within seven (7) days after their payroll period. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

24. QUALITY OF WORK AND MATERIAL:

A. All materials, parts, and equipment furnished by the Contractor shall be new, first quality, and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.

B. Any item or Work installed by the Contractor, but not in conformance with the drawings and specifications, shall be removed by and at the Contractor's expense upon written request from the City.

C. If such items or Work are not removed or satisfaction obtained by the City within thirty (30) calendar days of such request, then the City may have such items or Work removed and Work completed to conform to drawings and specifications at the Contractor's expense.

25. RESPONSIBILITY OF CONTRACTOR AND OF CONTRACTOR'S REPRESENTATIVE ON THE WORK:

The Contractor shall give personal attention and supervision to the Work until same is entirely completed. In the absence of the Contractor from the Work, he shall have a representative in charge who shall be competent to superintend and direct the progress of the Work and who shall be authorized to receive instructions and to act for the Contractor on all matters related to the Work. The name of this representative shall be sent by letter to the Department immediately after the awarding of the contract.

26. REPAIRING DAMAGED WORK:

A. All portions of the Work that may be damaged by accident or in the course of or on account of building operations, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired or reconstructed and the whole left in first-class condition and turned over to the City ready for use.

B. Should any part of the Work of this contract be cut into or damaged by other Contractors, the Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

27. LIST OF SUBCONTRACTORS AND SUBLETTING WORK:

A. No part of the construction Work shall be done as piece Work, nor shall it be let to a Subcontractor after the execution of the original contract except as provided by law. In case part of the Work should be sublet, these General Conditions shall govern each trade insofar as they may apply to the Work of that trade.

B. Where more than one Contractor or where Subcontractors are engaged upon the Work, they shall coordinate their efforts (in accordance with Article 35 of these General Conditions regarding other contractors, or under the control

and guidance of the General Contractor), and shall be responsible, one to the other, for any damage or injury to the work.

C. Bidders and Contractor shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California. Bidders shall set forth in their Bids, on forms provided for same, the name and location of the mill, shop, or office of each Subcontractor who shall perform the Work or labor or render service to the Contractor in or about the construction of the Work, and the portion of the Work which shall be done by each Subcontractor.

D. No subcontract shall be assigned or transferred except as provided in the above sections of the Public Contract Code of the State of California.

E. In case any Work is let to a Subcontractor, the Contractor shall be at all times responsible for the Work so done to same extent as if the Contractor were doing or had done the Work.

F. If a Subcontractor is named who shall perform the Work or labor or render service to the Contractor with respect to a material specified or indicated by patent or proprietary name and/or by the name of the manufacturer, and such Subcontractor cannot reasonably act with like respect to the material offered as an equal then, the Bidder shall, in his Bid Form, include with the pertinent data to be listed on the "Equals" page(s), the name and address of the Subcontractor who shall act with respect to the equal material.

G. In accordance with Public Contract Code Sections 4100, et seq., the Bidder must list all subcontractors who shall perform in excess of one-half of one percent of the Work. (See Subcontractors′ Section of the Instructions to Bidders.)

28. <u>ADVERTISING</u>:

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of Contractors and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Department. The Contractor shall provide a project identification signboard as specified.

29. COORDINATION WITH OTHERS AND OTHER CONTRACTS:

A. The City reserves the right to award other contracts for any Work on any portion of the project not included in this Contract.

B. Where coordination with other Contractors is required, the Contractor shall adhere to the appropriate provisions in Project CPM schedule for the access to the site by those Contractors, the schedules of Work developed by them, and any coordination required between any of those Contractors and between any of them and this Contractor.

C. The Contractor shall perform the Work of the Contract so that it will properly coordinate and fit the Work performed by other Contractors. He shall give the other Contractors every reasonable opportunity to perform their Work, store materials, and place equipment thereof, and fit their Work to the Work of other Contractors. They shall furnish to the other Contractors all information necessary in order that they may properly connect and fit their Work to Contractor's in ample time, so that they may have reasonable opportunity to prepare their Work therefore. They shall make the Work of this Contract ready to receive the Work of the other Contractors at the time fixed thereof, and shall fit this Work to that of the other Contractors at the time fixed therefore.

D. The Contractor shall cooperate with others in the prosecution of all Work and shall not interfere with material, equipment, or workers of the City or other Contractors engaged by the City at the site of the Work.

E. All Contractors engaged in Work at the site shall have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the City, whose decision relative to said use shall govern.

F. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other separate Contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the other separate contractor's Work after the execution of the Contractor's Work.

G. Should the Contractor cause damage to the Work or property of any separate Contractor on the project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration if it will so settle. If such separate Contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or arbitration costs which the City has incurred.

30. CONTRACTOR'S CONSTRUCTION EQUIPMENT:

The Contractor shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

31. CONTRACTOR PERSONNEL:

A. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of Work required under this Contract, to do the Work and agrees that whenever the City informs the Contractor in writing that any workers on the Site are incompetent or disorderly, such Worker shall be discharged from the Work and shall not again be employed on the Work without the City's written consent.

B. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Site at all times during project's progress, competent personnel superintendent and any necessary assistants to supervise and direct the Work. Grounds for removal of Contractor personnel specifically include (but is not limited to) the failure or refusal of such personnel to adhere to the Contractor's planned Construction Schedule as developed by the Contractor.

32. AUDITS AND RECORDS:

The Contractor shall maintain all data and records pertinent to the Work performed under this Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of four (4) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other articles of this Contract. The authorized representatives of the City shall have access to all such

data and records for such time period to inspect, audit, and make copies thereof during normal business hours. Contractor covenants and agrees that it shall require that any subcontractor utilized in the performance of this Contract shall permit the authorized representatives of the City to similarly inspect and audit all data and records of said Subcontractors relating to the performance of said Subcontractors under this Contract for the same time period.

33. WARRANTY AND CORRECTIONS TO WORK:

A. In addition to any other warranties in the Contract Documents, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

B. Corrections to the Work may be required during construction or any applicable warranty period. At the City's option, the cost of such corrections may be withheld from progress payments.

C. This warranty shall continue for a period of not less than one (1) year from the date of Substantial Completion of the Work, but not less than any warranty period otherwise provided by the manufacturer and/or installer. If the City takes occupancy of any part of the Work before Substantial Completion, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the City takes partial occupancy. The City will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

D. The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract Documents or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City-owned or controlled real or personal property, when that damage is the result of:

1. The Contractor's failure to conform to or comply with Contract requirements; or

2. Any defect of Contractor-furnished equipment, material, workmanship, or design.

E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to Work

repaired or replaced shall be extended for one (1) year from the date of repair or replacement.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

G. If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the City shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.

H. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this contract, the Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;

2. Require all warranties to be executed, in writing, for the benefit of the City, if directed by the City; and

3. Enforce all warranties for the benefit of the City, if directed by the City.

I. In the event the Contractor's warranty has expired, the City may bring suit at City's expense to enforce a Subcontractor's, manufacturer's, or supplier's warranty.

J. Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material or design.

K. This warranty shall not limit the City's rights under other articles of this Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.

L. The terms of this Article do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligations imposed by this article shall survive termination of the Contract.

34. HAZARDOUS MATERIAL

A. Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other material or materials in, on or about the project site: (a) is or becomes potentially injurious to the public health, safety or welfare, environment, or the project site; (b) is or becomes regulated or monitored by any governmental authority; or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability, or tort, be a basis for liability in tort, or be a basis for liability to third parties.

B. Contractor shall notify the City when the Contractor has reason to suspect the presence of any Hazardous Material on the project site, whether or not such material was generated by Contractor or the City.

C. In the event the presence of hazardous material is suspected or discovered on the project site, the City shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.

D. Except as may be otherwise provided herein, the Contractor shall not be obligated to commence or continue Work in the affected area until any known or suspected hazardous material discovered on the project site has been removed, or rendered or determined to be harmless by the City, as certified by an independent testing laboratory and approved by the appropriate government agency.

E. In the event the presence of hazardous materials on the project site is not caused by the Contractor, the City shall pay for all costs of testing and remediation, if any, and shall compensate Contractor any additional costs incurred or project delay in accordance with the applicable provisions of changes in the work herein. In addition, the City shall defend indemnify and hold harmless the Contractor and its agents, officers, City Managers and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with or arising out of relating to the performance of the Work in the area affected by the hazardous material.

F. In the event the presence of hazardous materials on the project site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the City for any additional costs incurred as a result of Contractor′s generation of hazardous material on the project site. In addition, the Contractor shall defend, indemnify, and hold harmless the City and its Special Districts and agents, officers, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, or arising out of, or relating to, the presence of hazardous material on the project site.

G. The terms of this hazardous material provision shall survive the completion of the Work and/or any termination of this Contract.

35. CONTRACTOR SAFETY REQUIREMENTS:

In the performance of this Contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

A. **Jobsite Safety:** The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

B. **Project Safety Official:** The Contractor shall designate in writing a Project Safety Official who shall be at the jobsite at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the City to direct the cessation of all work activities and operations at no cost to the City until such time as the Contract is in compliance.

C. **Safety Indemnification:** To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the City and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever,

including but not limited to injury or death to employees of the Contractor, its subcontractors or City attributable to any alleged act or omission of the Contractor or its subcontractor which is in violation of any CAL/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The City may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the City, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CAL/OSHA arising out of the Project.

36. INDEMNIFICATION:

A. Until the Work is completed and accepted by the awarding entity, the Contractor shall indemnify, defend, and hold harmless the City and the City elected and appointed officials, officers, employees, agents and volunteers(the indemnified parties) from and against any and all liability, loss, injury, or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Contractor's acts and/or errors and omissions arising from and/or relating to the Project. This indemnification does not apply to liability caused by the active negligence of the City.

B. The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

37. GENERAL INSURANCE REQUIREMENTS:

Without limiting the Contractor’s indemnification, the Contractor shall provide and maintain, during the term of this Agreement, the insurance specified in this Agreement. Such insurance shall be primary to, and not contributing with, any insurance or self-insurance programs maintained by the City and such coverage shall be provided and maintained at the Contractor’s own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the City shall be delivered to the Huntington Park Engineering Division located at Huntington Park City Hall – 6550 Miles Avenue, Huntington Park, CA 90255, prior to commencing work under this Contract. Such certificate(s) or other evidence shall:

1. Specifically identify this Contract, including the project name and specification number.

2. Clearly evidence all insurance required in this Contract.

3. Contain the express condition that the City is to be given written notice by the issuing insurance company by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

4. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified parties (the City and the City elected and appointed officials, officers, and employees (agents and volunteers) as insured for all activities arising from this Contract.

5. Show the Contractor's insurance as primary to the City's insurance and self-insurance programs. This may be evidenced by adding the following statement to the additional insured endorsement, "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insured, and the additional insured insurance and self-insurance programs are excess and non-contributing to the named insured insurance."

6. Confirm deductibles or self-insured retentions shall not exceed $25,000, and the deductibles/retentions apply on a "per occurrence" or "per loss" basis. The City retains the right to require the Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor's retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions, as the City deems appropriate.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the City, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the City.

C. Waiver of Subrogation: The Contractor agrees to release the indemnified parties and waive its rights of recovery against the indemnified parties under the insurance policies specified in this Agreement.

D. Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the City, shall constitute a material breach of the Contract upon which the City may immediately terminate or suspend this Agreement. The City, at its

sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and without further notice to the Contractor, the City may deduct from sums due to the Contractor any premium costs for such insurance and charge the Contractor for any additional amounts due, if any.

38. INSURANCE COVERAGE REQUIREMENTS--TYPES AND LIMITS:

The City's insurance requirements specify that Contractors should obtain coverage from insurance companies acceptable to the City who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

A. General Liability Insurance: Such coverage shall be written on ISO policy form CG 00 01 or its equivalent. See Supplementary Conditions, Section 00800, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding limits, occurrence, policy aggregate, and products/completed operations aggregate.

B. Automobile Liability Insurance: Such coverage shall be written on ISO form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto." See Supplementary Conditions, Section 00800, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding liability limits.

C. Workers Compensation and Employers Liability Insurance: Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the City for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other Federal law to which the Contractor is subject.

1. In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

a.	Each accident:	$1 million
b.	Disease – policy limit:	$1 million
c.	Disease – each employee:	$1 million

D. Pollution General Liability

Provide Certificate of insurance from an "A" rated or better insurance company for Contractor's Pollution liability for pollution events caused during Contractor Work. The limits shall be no less than $2,000,000 per claim and annual aggregate.

E. Performance Security Requirements (Contracts in excess of $25,000): Prior to execution of the Contract, the Contractor shall file surety bonds with the City in the amounts and for the purposes noted below, and on bond forms provided by the City. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the City, and it shall pay all premiums and costs thereof and incidental thereto (see http://www.fms.treas.gov/c570/).

1. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the City, and until all claims for materials, labor, and subcontracts are paid.

2. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the City, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of acceptance of the Work by the City, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the City to do so, and to the approval of the City. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the City.

Each bond shall be signed by both the Contractor (as Principal) and the surety.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the City, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten days after receiving notice from the City that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the City.

39. ASSIGNMENT:

A. The Contractor shall not assign this Contract without the consent of the City. The Contractor shall be bound by and comply with all applicable provisions of the Labor Code of the State of California and shall keep informed of and observe and comply with and cause all of Contractor's agents and employees to observe and comply with all federal, state, and local laws which in any way affect the conduct of the Work of this Contract.

B. Work performed on City-owned property, irrespective of political subdivision location, shall be governed by the City Building Laws, and Work performed outside the property lines of City-owned property shall be governed by the local laws of the City, city, or other municipal government having jurisdiction.

40. PATENTS:

In the event that any patented article, material, or process is to be installed or used in the performance of the Work as shown on the drawings or particular specifications therefore, the Contractor shall pay the royalty chargeable and shall save, keep, and bear the City harmless from all damage, costs, and expenses by reason of any infringement of the patent thereof, or by reason of the failure to pay the royalty chargeable for use thereof, and any loss to the City or the awarding entity in the event that the City is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to City property or awarding entity in removing same, and cost of replacing the article or material the use of which is enjoined. Provided further the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

41. SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT:

A. Suspension of Work

1. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the City.

2. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work stoppage.

3. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by (a) an act of the City in the administration of this Contract, or (b) by the City's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (b) for which an adjustment is provided for or excluded under any other provision of this Contract.

4. No claim under this paragraph shall be allowed (a) for any costs incurred more than fourteen (14) calendar days before the Contractor shall have notified the City in writing of the act or failure to act involved, (but this requirement shall not apply as to a claim resulting from a suspension order), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this Article.

B. Termination for Convenience

1. The City may, whenever the interests of the City so require, terminate this Contract, in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective.

   a. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The City may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the City. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.

   b. The City may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the City: (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the City. The Contractor shall, upon direction of the City, protect and preserve property in the possession of the Contractor in which the City has an interest. If the City does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the City.

c. If the parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:

1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:

(a) the percentage of the Contract price which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages. The amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law.

(b) the cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;

2. The reasonable costs of effectuating the settlement of the Work terminated, including:

a. accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;

b. the termination and settlement of subcontracts (excluding the amounts of such settlements); and

c. storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

C. <u>Termination for Default</u>

1. If the Contractor refuses or fails (a) to commence the Work within the time required by this Contract, (b) to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract, including any authorized extension, (c)

to provide sufficient and properly skilled workers or proper materials or equipment to complete the Work in an acceptable manner and without delay, (d) to promptly pay its subcontractors, laborers, and material-men, (e) to perform any of Contractor's other obligations under this Contract, or (f) to complete the Work within the time specified in this Contract ("events of default"), the City may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the City may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties shall be liable for any damage to the City resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the City in completing the Work.

2. The Contractor's right to proceed shall not be terminated because of delays, nor will the Contractor be charged with damages under this article, if:

   a. the delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the City in either its public or contractual capacity, (iv) acts of another Contractor in the performance of a contract with the City, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers); and,

   b. the Contractor, within fourteen (14) calendar days from the beginning of any delay (unless extended by the City), notifies the City in writing of the causes of the delay in accordance with Specification Section 01310, Construction Schedule. The City shall ascertain the facts and the extent of the delay. If, in the judgment of the City, the findings warrant such action, the time for completing the Work shall be extended by Change Order. The findings of the City will be final and conclusive on the parties.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

4. The rights and remedies of the City in this article are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

D. Termination for Improper Consideration

1. City may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any City officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor′s performance pursuant to the Contract. In the event of such termination, City shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

2. Contractor shall immediately report any attempt by a City officer or employee to solicit such improper consideration. The report shall be made either to the City Manager charged with the supervision of the employee at (626) 580-2001.

3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

E. Notice of suspension or termination for any reason shall be given in writing and shall be complete one day after deposit in the United States mail in a sealed envelope with postage prepaid and directed to the Contractor at Contractor's address as filed with the City, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor be

a partnership or by the president, vice-president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the Work on behalf of said Contractor, shall in any case be sufficient notice.

42. LIMITATION OF LIABILITY:

A. This project may be awarded by or the Contract may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness will be issued by a joint powers authority or nonprofit corporation or the awarding entity or the City, for the purpose of constructing the Work contemplated by these Drawings and Specifications. The proceeds of said sale shall be the sole source of funds for payment of all Work to be done and all claims of any kind that may be made under the provisions of this Contract. Neither the awarding entity, nor (if different) the issuing entity, nor any individual parties thereto, nor the City, nor the City's agents, shall have any liability whatsoever to the Contractor or others arising out of, or in any way connected with, Work to be performed hereunder, save and except as such liability may be paid and discharged out of said proceeds, and except as specifically provided for in these specifications. Contractor shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. Contractor expressly releases and discharges the awarding entity, the issuing entity, and the City and each of them from any and all liability, cost, or expenses save and except such liability, cost, and expense as may be paid for out of said proceeds.

B. The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

43. FORUM SELECTION:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any Subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California.

44. WAIVER:

The waiver by the City of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

45. PRIOR AGREEMENTS:

This Contract contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Contract may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest.

46. PROGRESS PAYMENTS:

In accordance with Public Contract Code Section 20104.50, the City shall make progress payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract. Interest shall be paid to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure if the City fails to make payment within the thirty (30) days. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Contractor will use Primavera Expedition 9.1 (or the latest version) to prepare and submit progress payments unless otherwise instructed by the City.

47. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City and the awarding entity of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City, awarding entity, and others relating to or arising out of this Work. No payment, however final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the Performance and Payment Bond.

48. SUBSTITUTION OF SECURITIES FOR RETENTION:

In accordance with Public Contracts Code Section 22300 et seq., the Contractor may substitute securities for retention monies to be withheld to ensure performance under this Contract. At the request and expense of the Contractor, securities

equivalent to the amount withheld may be deposited with the City, or with an approved State or Federally chartered bank as the escrow agent. The City will then pay such retention moneys to the Contractor. It is the Contractor's obligation to secure the services of a state or federally chartered bank to act as escrow agent. Securities eligible for investment include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for retention monies withheld and shall receive any interest earned by the securities. The standard form of the City's Escrow Agreement is on file at the Engineering Division of the Department of Public Works. The terms of that Agreement are incorporated by reference.

49. RESOLUTION OF CONSTRUCTION CLAIMS:

The provision of Public Contract Code 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and a local agency are hereby incorporated in this Contract.

50. CONFLICT OF INTEREST:

No City employee whose position in City enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

51. ANTI-TRUST CLAIMS:

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the 44 Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2, Division 7, of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or Subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

END OF SECTION

described herein and elsewhere in these Bid Documents. As used in this Instructions to Bidders, the word “City” means and refers to the City of Huntington Park, a municipal corporation.

The Bidder and each listed subcontractor must have a valid license, issued by the

SECTION 00800

SUPPLEMENTARY CONTRACT CONDITIONS

1. DEFINITIONS:

Whenever the following words appear in the Contract Documents, they will be construed to have the following meanings:

a. "City" means the City of Huntington Park.

b. "Awarding Entity/City" means the City of Huntington Park.

c. "City Council" means the City Council of the City of Huntington Park.

d. "Department" means the Public Works Department of the City of Huntington Park.

e. "Owner" means the City of Huntington Park.

f. "City Manager" means the City Manager of the City of Huntington Park or his authorized representative.

g. "Engineer" means the City Engineer for the City of Huntington Park or his/her authorized representative.

h. "Project Documents" means the manual prepared for the project, consisting of the Bid and Contract Requirements, Conditions of the Contract, Addendums, and Technical Specifications.

I. "Contract" means the agreement, which has been executed by the Contractor and the City.

j. "Contract Documents" means those documents identified in Paragraph 5 of the General Conditions.

k. "Contractor" means the Prime Contractor awarded the Contract by the City.

l. "Award of Contract" means the date the City awards the construction Contract to the Contractor.

m. "Notice to Proceed" means the date the City Manager authorizes the Contractor to proceed with the Contract work.

n. "Acceptance of the Project" means City's acceptance of the work.

o. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

p. "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include Work by the City or others.

q. "Substantial Completion" means the Date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, certified by the City when construction is sufficiently complete, in accordance with the Contract Documents, so the City may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

r. "Notice to Bidders" means any written modification to the Contract Documents issued prior to the bid date.

s. "Day" means calendar day unless otherwise specified.

t. "Drawings" or "Project Plans" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

u. "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

v. "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:

1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.

2) Alert as to problem areas prior to issuing Noncompliance.

3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.

4) Give notice of approval.

5) Provide general project information.

6) Define delinquent submittals.

7) Advise Contractor of not complying with safety requirements.

w. "Noncompliance Notice": A sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

2. PAYMENTS:

Payments on account of the Work comprising the original Contract shall be made upon demand of the Contractor as follows:

a. A working day of the month shall be selected by the City and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. A payment request equal to ninety-five percent (95%) of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the City for payment.

b. A payment request for the five percent (5%) withheld from the monthly progress payments shall be submitted by the Contractor to the City upon

completion and acceptance by the City of all the work called for under the original Contract.

c. In the event of payment on account of additional work for a Change Order, supplemental agreement, or unit price authorization, the retention shall be as stipulated by the original Contract.

d. When progress payments are to be made, no payment on account of the work and at any time while there is work in progress will be considered an acknowledgment that any or certain portions of the work have been done in accordance with the Drawings and Specifications. Should there be any balance due the Contractor at the time of the acceptance of the work such balance shall be paid upon said acceptance.

e. All demands for payment shall be itemized and rendered in four (4) copies by the Contractor and shall be certified by the City when found by City to be correct. Payment will be made to the Contractor within thirty (30) days after the approval by the City.

f. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments. In the compilation of demands for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the work completed.

g. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the Contract, all subcontractors and material suppliers on record with the Contract Administrator will be notified by U. S. Mail regarding the status of such payment.

   Subcontractors and material suppliers of record will be advised to refer to their rights under the Civil Code relating to the "Stop Notices" and other means or methods of securing payment for their work or materials.

3. PAYMENT FOR STORED MATERIAL:

The City, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under "Payments", for:

a. Material and equipment delivered to the site but not incorporated in the Work.
b. Material and equipment delivered and stored off the site in a bonded warehouse or other location within approved by the City.

c. The provisions allowing prepayment for materials will be applied to large items of equipment and construction materials of special manufacture or order for the job.

Contractor must furnish with his Request for Payment acceptable evidence showing such material and/or equipment has been paid for in full, together with a verified statement that same is/are free from all liens and encumbrances and will be utilized in the Work covered by this Contract and a material list sufficient for physical inventory at the storage location. All shop drawings and material submittals must be approved prior to authorizing payments.

All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material and equipment, is the obligation of the Contractor. No payment, pursuant to this provision for material or equipment, shall in any way relieve the Contractor of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the Contractor from any of its obligations under this Contract.

Department may enter upon the premises where the material and/or equipment is stored for inspection, checking, or any other purpose it deems necessary. The Contractor will be reimbursed for any City taxes levied against such material or equipment while so stored, upon presentation of a receipted tax bill for same.

4. EQUIPMENT LAYOUT DRAWINGS:

When any section of the specifications requires the submittal of an "Equipment Layout Drawing", the Contractor shall coordinate all work under various sections of the Specifications to assure that no interferences occur in the rooms or areas for which such drawings have been required and that necessary clearances are provided.

Installation of affected equipment shall not proceed until required drawings have been approved by the Department.

5. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS:

The following forms and reports are required to be completed by the Contractor and/or Subcontractors according to the instructions furnished for each and at the time shown below for each:

a. Within five (5) working days of subcontract award:

- Contractor's Notification of Subcontracts Awarded

b. Prior to commencement of work:

- Notice of EEO Commitment

c. During the construction period:

- Monthly Employment Utilization Report (form CC257)

6. SURVEY OPERATIONS:

The Contractor shall provide all necessary construction surveying and staking to ensure that the proposed improvements are constructed in accordance with the locations, dimensions, elevations, and slopes as shown in the Project Plans.

7. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS (See General Conditions):

8. CERTIFICATE OF INSURANCE (See General Conditions):

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the City and the Regional Office of the Environmental Protection Agency.

10. [RESERVED NO TEXT]

11. CORRESPONDENCE:

All correspondence shall be addressed to the City of Huntington Park, 6550 Miles Avenue, Huntington Park, California 90255, Attention: Community Development Department. This address shall be included in all contracts with subcontractors and suppliers.

END OF SECTION

SECTION 00900

CHANGES TO THE CONTRACT

1.01 SCOPE OF WORK SPECIFICALLY INCLUDES POTENTIAL CHANGES

A. Without invalidating the Contract and without notice to sureties or insurers, the City may at any time order the Contractor to perform a Change in the Scope of Work by adding, deleting, or modifying Work; or by directing the Contractor to prosecute Work out of sequence from the most recently accepted Construction Schedule.

B. The City reserves the right to direct the Contractor to perform a Change in the Scope of Work solely for its own benefit. Reserving the right to order a Change in the Scope of Work in no way obligates the City to exercise its right.

C. The City reserves the right to direct the Contractor to perform a Change in the Scope of Work prior to completing a Contract Change Order. Any change in Contract Sum or Contract Time shall be made in accordance with the Contract Documents.

D. Unless stated elsewhere, the City reserves the right to order the Contractor to perform Extra Work, to delete Work, or to prosecute Work out of sequence from the most recently accepted Construction Schedule so long as the dollar value for the changed Work ordered by the City does not exceed the following:

1. Where the changed Work is self-performed by the Contractor, the change in Contract Sum shall be limited to **twenty-five percent (25%)** of the initial Contract Sum;

2. Where the changed Work involves one or more subcontractors, the aggregate change in Contract Sum shall be limited such that no one subcontractor's change exceeds **twenty-five percent (25%)** of its initial subcontract dollar amount;

3. The total change in number of working days does not exceed **twenty-five percent (25%)** of the initial Contract Time (in working days) as defined on the date that the Notice to Proceed is issued.

E. Any unit prices stated in the Bid, or as negotiated as part of any Contract Change Order, shall apply to one hundred percent (100%) of the quantity identified for bidding purposes, plus or minus **twenty-five percent (25%)**.

F. The City reserves the right to require that the Contractor and/or its subcontractors to work overtime where such extra effort is deemed to be in the best interests of the City.

1.02 WRITTEN DIRECTION TO PROCEED WITH A CHANGE IN THE SCOPE OF WORK

A. The City will authorize a Change in the Scope of Work by issuing the Contractor an Owner Directive or a Contract Change Order. Except for emergencies endangering life, limb, or property, no Change in Scope of Work shall be performed by the Contractor unless such Work has been authorized in writing by the City.

B. Where the City anticipates that a Change in the Scope of Work may result in a change in either Contract Sum or Contract Time, the City shall issue such direction to the Contractor by either a Contract Change Order or an Owner Directive.

C. Where sufficient time exists for the City to process a Contract Change Order prior to start of changed Work, the City may do so. At the sole discretion of the City, or where sufficient time does not exist to process a Contract Change Order, the City may direct the Contractor to perform a Change in the Scope of Work by issuing an Owner Directive.

D. Where the City does not anticipate that a Change in the Scope of Work will result in a change in either Contract Sum or Contract Time, the City shall issue such direction to the Contractor by Field Directive. In no way does the issuance of a Field Directive deprive the Contractor of its ability to submit a Change Order Request for compensation where the Contractor believes that an actual cost was incurred in the performance of the changed Work. The Contractor is solely responsible for recovering compensation in accordance with the Contract Documents for any Change in the Scope of Work.

E. Where 1) the Contractor has received direction from the City to perform changed Work, and 2) the City has indicated that the changed Work will not result in a change in the Contract Sum or the Contract Time, and 3) the Contractor does not agree that the changed Work did not impact the current Contract Sum or Contract Time, then the Contractor shall immediately notify the City. If the disagreement is not resolved prior to start of work, then the changed Work shall be documented as for Forced Account Work.

F. The Contractor shall forfeit any right to recover costs for changed Work where such work was performed prior to the Contractor notifying the City in accordance with the Contract Documents.

G. The Contractor shall forfeit any right to recover costs for changed Work where the work was not documented as required for Forced Account Work.

H. Any Change in the Scope of Work prosecuted by the Contractor without written authorization shall be prosecuted at the sole risk of the Contractor, and the City shall have no obligation to compensate the Contractor with a change in Contract Sum or an change in the Contract Time.

1.03 NOTIFICATION TO THE CITY PRIOR TO STARTING AND UPON COMPLETION OF ANY CHANGE IN THE SCOPE OF WORK

A. The Contractor shall notify the City prior to start of any changed Work. Such notification shall allow the City sufficient time to marshal whatever forces are required to monitor the Contractor's efforts in performing the changed Work.

B. The Contractor shall provide notification to the City not less than one (1) working day prior to the commencement of any changed Work. The City shall have the right to require the Contractor to suspend Work where notification was not given in accordance with this Subsection. Such suspension, where directed by the City, shall be at no cost to the City.

C. The Contractor shall be solely responsible for all costs incurred in performing any changed Work where such Work was performed prior to notifying the City that the Contractor had commenced Work.

D. The Contractor shall notify the City upon completion of each individual Extra Work activity.

1.04 DOCUMENTATION

A. Where any portion of work directed by the City is being done on a Force Account Basis, regardless of cause, the Contractor shall fully document its efforts to perform such work in accordance with this Section.

B. All labor, equipment, materials, and other direct costs furnished or incurred on Force Account Work shall be documented daily on forms accepted by the City for this purposes. At a minimum, such daily form shall document the following information:

1. Name of Project;

2. Name of Contractor;

3. Date the form is completed;

4. Space for unique form identification (Form ID) number (to be assigned by or accepted by the City);

5. Description of the work performed on the day worked;

6. Date the work is performed;

7. Name of individual completing the form;

8. Name of subcontractor performing Force Account Work;

9. Names of all individuals performing labor (individuals are to be subdivided by name of subcontractor);

10. Labor Classification for each individual performing labor;

11. Labor hours worked by each individual;

12. Each piece of equipment used, identified by manufacturer and model number;

13. Hours each piece of equipment is used;

14. Itemized list of all materials used including manufacturer, model number, and quantity;

15. Signature space for the individual completing the form;

16. Name of City's representative receiving and accepting the data entered on the form;

17. The date the City's representative accepted the information shown on the form.

Note: All labor related information shall be consistent with the Contract requirements for certified payroll.

C. Daily documentation of Force Account Work shall be delivered to the City within one (1) working day of the date performed. The Contractor forfeits all rights to dispute the City's account of the Contractor's Force Account Work where the daily documentation is delivered to the City more than two (2) working days after the date the Work was performed.

D. Where the Contractor and the City are in agreement with the information shown on the daily documentation, the City's representative shall accept and sign the form. Where the Contractor and the City are not in agreement, the Contractor and the City shall jointly identify the information that is in agreement and the information that is in disagreement, and then the City shall accept the form.

E. Except for any disputed information, once the daily documentation of Force Account Work has been accepted by the City, the documentation shall be considered the true record of the actual Force Account Work performed.

1.05 IMPACT TO THE CONSTRUCTION SCHEDULE

A. Where the Contractor believes that any changed Work has impacted the most recently approved Construction Schedule, this impact shall be documented in accordance with the Contract Documents.

1.06 FINANCIAL POSITION OF THE CONTRACTOR

A. The Contractor agrees that adjustments to the Contract Sum or the Contract Time for a Change in the Scope of Work are not intended to change the financial position of the Contractor. Total Contractor compensation for a Change in the Scope of Work is to be based on verifiable costs actually incurred by the Contractor and/or actual credits owed to the City. All adjustments to actually incurred costs or credits owed shall be in accordance with this Section. In exchange for performing changed Work, the Contractor agrees to accept the compensation specified in this section.

B. The Contractor agrees that dollar amounts for work credited back to the City as part of a Change in the Scope of Work shall be exactly the same as for added work ("Same In – Same Out"). Dollar amounts for work credited back to the City shall be adjusted in accordance with this Section exactly the same as for added work.

C. The Contractor agrees that it shall not be entitled to anticipated profit in any form whatsoever for any change in the Scope of Work or change in the Construction Schedule ordered by the City in compliance with Contract Documents except for the Direct Cost Adjustments permitted by this Section.

D. The Contractor agrees that only costs which can be fully documented, and which result directly from a City directed Change in Scope of Work may be recovered by the Contractor. The Contractor shall specifically not be entitled to additional compensation for "perceived inconvenience," and the Contractor shall specifically not be entitled to additional compensation for a Change in Scope of Work where no cost was actually incurred by the Contractor, subcontractor, supplier, or material provider, regardless of tier.

E. The Contractor agrees that costs for a Change in the Scope of Work shall not include any Indirect Costs that would have already been incurred by the Contractor had the Change in Scope of Work not been directed by the City. The Contractor shall be responsible for documenting any Indirect Costs it believes would not have been incurred had the work not changed.

F. The Contractor agrees that all costs for a Change in the Scope of Work shall specifically include actually incurred costs for insurance and bonding. Upon request by the City, the Contractor shall provide a copy of the payment agreement between it and the insurance and/or bonding provider.

G. The Contractor agrees that it shall be specifically permitted to recover actual costs incurred by performing Changed Work out of sequence from the most recently accepted Construction Schedule, but only where such actual costs can be supported by documentation accepted by the City.

1.07 FAILURE TO COMPLY WITH STATE OR FEDERAL REQUIREMENTS

A. As used in this section, the term “state or federal requirements” refers to any state or federal statute, construction code or other requirement enacted or adopted in any manner by the state or federal government.

B. In seeking award of this contract, Contractor has professed to be a responsible and experienced contractor. As a responsible and experienced contractor, Contractor assumes all responsibilities for performing work in compliance with state and federal requirements regardless of the information shown on the Contract Documents.

C. Contractor shall be solely responsible for identifying any work which does not comply with state or federal requirements prior to performing such work. Contractor shall immediately notify the City of any work prescribed by the contract documents which fails to comply with any state or federal requirement.

D. Contractor shall be solely responsible for any costs incurred during the placement and/or removal of any work which fails to comply with state or federal requirements regardless of the information shown on the contract documents.

E. Contractor shall not be entitled to a change in Contract Sum for any materials utilized in work which does not comply with state or federal requirements regardless of the information shown on the contract documents. Contractor shall be solely responsible for the replacement of any material utilized on or in work which does not comply with state or federal requirements.

F. Contractor shall not be entitled in a change in Contract Time arising from the performance of any work which does not comply with state or federal requirements regardless of the information shown on the contract documents.

G. Except for Submittals prepared by the Contractor, the responsibility for performing work in accordance with state or federal statute, construction code or other requirement applies only to the prosecution of the Work described by the Contract Documents and not the professional design prepared by the City’s representatives.

1.08 CHANGES IN CONTRACT SUM

A. Whenever a Change in the Scope of Work is ordered by the City which results in a change in Contract Sum, the proposed change in Contract Sum will be added to or deducted from the current Contract Sum by a fair and reasonable valuation based on one or more of the following methods:

1. By unit price fixed by agreement between the Contractor and the City prior to start of Work.

2. By unit prices subsequently fixed by agreement between the Contractor and the City.

3. By a negotiated lump sum amount fixed by agreement between the Contractor and the City.

4. By Force Account as described in the Force Account Procedures (below) when directed in writing by the City.

B. The City agrees to compensate the Contractor for Changed Work in accordance with this Section. The Section defines the manner by which the City is obligated to compensate the Contractor for Changed Work, but not necessarily the manner by which the Contractor, subcontractor, supplier, or material provider is obligated to compensate another subcontractor, supplier, or material provider, regardless of tier. Where the Contractor, subcontractor, supplier, or material provider has entered into an agreement to pay more than the amount permitted to be recovered in this Section for Changed Work, that Contractor, subcontractor, supplier, or material provider shall be solely responsible for providing the difference in compensation. The City shall be specifically relieved of any obligation to compensate the Contractor for changed Work at a dollar amount greater than as specified in this Section.

C. The City shall have the right to require changes in the Scope of Work to be performed by Force Account anytime the City and Contractor are unable to agree on a price before the Work is to be performed, or where insufficient time exists to negotiate an equitable price for the Change in Scope of Work prior to performance of the Work.

D. As part of determining any change in Contract Sum, the City shall have the right to request a copy of all compensation it actually paid to any subcontractor, supplier, material provider, and/or other individual providing work on this Project.

E. Unless otherwise approved by the City, the City shall not be obligated to compensate the Contractor for any Changed Work until a cost has actually been incurred by the Contractor, subcontractor, supplier, or material provider.

1.09 CHANGES IN CONTRACT TIME

A. Whenever a Change in the Scope of Work is ordered by the City which results in a change in Contract Time, the proposed change in Contract Time will be added to or deducted from the current Contract Completion Date by a fair and reasonable calculation of the actual time required based on one or more of the following methods:

1. By unit time fixed by agreement between the Contractor and the City prior to start of Work.

2. By time subsequently fixed by agreement between the Contractor and the City.

3. By Force Account as described in this Section when directed in writing by the City.

B. As part of determining any change in Contract Time, the City shall have the right to request a copy of the Contractor's documentation for the compensation it actually paid to any subcontractor, supplier, material provider, and/or other individual providing work on this Project.

1.10 CHANGE ORDER REQUESTS

A. Change Order Requests ("COR's") shall be submitted to the City . The Contractor shall number each of its Change Order Requests sequentially starting from the number one (1) unless permitted otherwise in writing by the City.

B. Change Order Requests are solely an instrument of the Contractor. The Contractor shall bear full responsibility for the appropriateness of all items described in the Change Order Request and/or any supplemental documentation submitted by the Contractor.

C. Where the Contractor's Change Order Request includes costs for labor, material, equipment, and approved services submitted from or by subcontractors at any tier, the Contractor shall be solely responsible for verifying the accuracy and validity of all such subcontractor costs in accordance with applicable laws, Codes, ordinances, rules, regulations and the Contract Documents prior to submitting the Change Order Request to the City.

D. Where practical, and to facilitate timely approval and payment of CCOs, the Contractor is encouraged to prepare Change Order Requests grouped by either task activity, by trade, and/or by Subcontractor.

E. Change Order Requests shall include all of the following as a separate line item:

1. Hourly labor payroll costs in accordance with 1.15(D) below.

2. Fringe Benefit and Other Similar Employee Costs in accordance with 1.15(D) below.

3. Employee tax and insurance costs in accordance with 1.15(D) below.

4. Direct subcontractor costs in accordance with 1.15(D) below.

5. Material costs in accordance with 1.15(D) below.

6. Actual equipment rental costs in accordance with 1.15(D) below.

7. Owner owned equipment costs in accordance with 1.15(D) below.

8. Utility costs in accordance with 1.15(D) below.

9. Fuel costs in accordance with 1.15(D) below.

10. Facility costs in accordance with 1.15(D) below.

11. Other costs in accordance with 1.15(D) below.

12. Bonding and insurance costs in accordance with 1.15(D) below.

13. The net change in Contract Time.

F. The Contractor shall include all necessary supporting documentation at the time of submittal of its Change Order Request.

G. The City will review the Contractor's Change Order Request and take one of the following actions: 1) Approve; 2) Return with summary comments; 3) Reject or Deny.

H. All CCOs must be approved by the City in writing before the CCO can be executed.

I. Where the City directs the Contractor to perform Changed Work that will reduce the Contract Sum and/or the Contract Time, the Contractor shall prepare and submit a Change Order Request for review by the City within thirty (30) working days of such direction. Should the Contractor fail to submit a Change Order Request as required by this paragraph, the City shall have the right to issue a Unilateral CCO.

1.11 CITY'S REVIEW OF CHANGE ORDER REQUESTS

A. The City shall complete its initial review of the Contractor's Change Order Request within twenty (20) working days of receipt of such Request from the Contractor. On or before the end of this time, the City shall accept the proposed change in Contract Sum and/or Contract Time, shall provide the Contractor with Summary Comments, or shall return the COR as rejected.

B. Where a Change Order Request is returned to the Contractor with Summary Comments, the Contractor shall address each Summary Comment, and shall return the Change Order Request to the City with each Summary Comment addressed.

C. The City shall have fifteen (15) working days for each additional review of the Contractor's revised Change Order Request.

1.12 CONTRACT CHANGE ORDERS ("CCO'S")

A. A Contract Change Order ("CCO") will be issued by the City when, in the opinion of the City, the Scope of Work is being revised to the extent that a change in Contract Sum and/or Contract Time is warranted.

B. The Contractor shall prosecute all work associated with a CCO in a timely manner. Where Changed Work impacts the most currently approved Construction Schedule, the Contractor shall incorporate the changed work into a revised Construction Schedule, and shall submit the revised Construction Schedule within ten (10) working days.

C. The Contractor shall sign the CCO as acknowledgement of the Change in the Scope of Work. The Contractor's signature shall also indicate full agreement and complete satisfaction with the change in Contract Sum and/or Contract Time unless notification is otherwise received by the City in accordance with the Contract Documents.

D. Unless otherwise agreed to and so stated on the CCO, the Contractor may preserve its right to request additional compensation for actual costs incurred but not yet known as of the date the CCO was signed by written notification to the City. Such written notification shall be received by the City within fifteen (15) working days of the date the Contractor signed the CCO. Timely notification to the City is a mandatory prerequisite for preserving the Contractor's right to request additional compensation as the City shall be entitled to its right to monitor and/or document any additional costs that may or may not actually be incurred by the Contractor. Where no such timely notification is provided by the Contractor to the City in accordance with this paragraph, the Contractor shall forfeit any right to claim any additional costs at a later date.

E. The Contractor shall not be entitled to any compensation for lost anticipated profit in any form on any Work that is deducted from the current Scope of Work in accordance with this Section.

F. The City reserves the right to furnish materials and equipment, as it deems expedient, and the Contractor shall have no claim for profit, loss of profit, or added fees on the cost of such materials and equipment supplied by the City.

1.13 UNILATERAL CONTRACT CHANGE ORDERS

A. Where Work is changed by the City, and the City and the Contractor are unable to agree upon an equitable price and/or time adjustment for the Changed Work, the City shall have the right to process a Unilateral CCO. The Contractor shall change its Work in accordance with the Unilateral CCO, but shall retain the right to dispute the change in Contract Sum and/or Contract Time for the Changed Work in accordance with the Contract Documents.

B. Regardless of any disagreement between the City and the Contractor involving the compensation for Changed Work directed by a Unilateral CCO, the Contractor shall sign and date the Unilateral CCO in acknowledgement of the Changed Scope of Work. Should the Contractor fail to sign a Unilateral CCO within five (5) working days, the City shall have the right to process the Unilateral CCO as if it had been signed and fully agreed upon by the Contractor, and the Contractor shall forfeit all rights to dispute the compensation provided by the City.

C. Where the Contractor has signed a Unilateral CCO, the Contractor may preserve its right to request additional compensation for actual costs incurred but not yet known as of the date the Unilateral CCO was signed by written notification to the City. Such written notification shall be received by the City within fifteen (15) working days of the date the Contractor signed the Unilateral CCO. Timely notification to the City is a mandatory prerequisite for preserving the Contractor's right to request additional compensation as the City shall be entitled to its right to monitor and/or document any additional costs that may or may not actually be incurred by the Contractor. Where no such timely notification is provided by the Contractor to the City in accordance with this paragraph, the Contractor shall forfeit any right to claim any additional costs at a later date.

1.14 FORCE ACCOUNT PROCEDURES

A. For any Change in the Scope of Work, the City reserves the right to agree upon the cost and time for such Changed Work prior to the start of such Work. Where the City and the Contractor are unable to agree on total compensation for any Change in the Scope of Work, regardless of cause, the Contractor shall commence such work as directed by the City, and shall be compensated for such work in accordance with this Section. The Contractor shall retain the right to dispute the amount added to or subtracted from the Contract Sum and/or Contract Time for any Changed Work as provided for in the Contract Documents.

B. The Contractor's compensation for Force Account Work shall be calculated on the documented, actual costs for the following:

1. Hourly labor payroll costs in accordance with 1.15(D) below.

2. Fringe Benefit and Other Similar Employee Costs in accordance with 1.15(D) below.

3. Employee tax and insurance costs in accordance with 1.15(D) below.

4. Direct subcontractor costs in accordance with 1.15(D) below.

5. Material costs in accordance with 1.15(D) below.

6. Actual equipment rental costs in accordance with 1.15(D) below.

7. Owner owned equipment costs in accordance with 1.15(D) below.

8. Utility costs in accordance with 1.15(D) below.

9. Fuel costs in accordance with 1.15(D) below.

10. Facility costs in accordance with 1.15(D) below.

11. Other costs in accordance with 1.15(D) below.

12. Bonding and insurance costs in accordance with 1.15(D) below.

13. Adjustments to hourly labor payroll costs in accordance with 1.18(A)(1) below.

14. Adjustments to other payroll costs in accordance with 1.18(A)(2) below.

15. Adjustments to direct subcontractor costs in accordance with 1.11(A)(3) below.

16. Adjustments to material costs in accordance with 1.18(A)(4) below.

17. Adjustments to equipment costs in accordance with 1.18(A)(5) below.

18. Adjustments to utility, fuel, facility, and other direct costs in accordance with 1.18(A)(6) below.

19. Adjustments for supervision and increased bonding and insurance in accordance with 1.18(A)(7), 1.18(C) and 1.18(D) below.

20. The net change in Contract Time.

C. Labor, materials, and equipment cost for which the Contractor intends to seek additional compensation shall be documented in accordance with the Contract Documents. The City shall have the right to request copies of employee time cards for any worker providing additional labor.

D. The Contractor shall be responsible for separate accounting of all labor hours for all labor performed under Force Account Procedures. Unless otherwise accepted by the City, all costs for labor documentation shall be included in the Contractor's Indirect Costs.

E. To receive partial and/or final payment for Force Account Work, the Contractor shall submit, in a manner approved by the City, detailed and complete documentation of the Work prosecuted by the Contractor pursuant with the City's direction, and in accordance with this Section

1.15 DIRECT COSTS

A. Direct costs shall be calculated solely for the contractor, subcontractor, supplier, material provider, etc. actually performing Changed Work. The Contractor and any upper-tier subcontractors shall not be entitled to additional compensation, except for supervision adjustments in accordance with Subsection 1.18 below, where no additional work was actually performed by the Contractor or upper-tier subcontractor.

B. Where a price is agreed to between Contractor and City based on a price quote for **materials** rather than an actual invoice, that price shall be deemed a tentative price by definition. The Contractor's final compensation shall be based on a paid invoice for the actual material costs. Unless otherwise agreed to by the City, no compensation shall be paid to the Contractor for any materials provided as part of Changed Work until the actual paid invoice is provided to the City. Such invoice shall specifically identify the Project by address, or by location or Project Name where no such address exists.

C. Where a price is agreed to between Contractor and City based on a price quote for **equipment** rather than an actual paid invoice, that price shall be deemed a tentative price by definition. The Contractor's final compensation shall be based on a paid invoice for the actual equipment used. Unless otherwise agreed to by the City, no compensation shall be paid to the Contractor for any equipment used to perform Changed Work until the actual paid invoice is provided to the City.

D. Direct Costs shall be limited to the following:

1. **Hourly Labor Payroll Costs:** Actual hourly labor payroll costs for workers and foremen as established by negotiated labor agreements or as established by federal and/or state prevailing wage requirements.

2. **Fringe Benefit and Other Similar Employee Costs:** Actual costs for fringe benefits and/or other employee costs actually paid to or on behalf of the employees performing the changed Work.

3. **Employee Tax and Insurance Costs:** Actual direct labor taxes and insurance as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the City.

4. **Direct Subcontractor, Service Provider and Owner-Operator Equipment Costs.** Documented actual direct subcontractor, service provider, and/or Owner-operator equipment costs. Where these costs include (home) office staff labor, the subcontractor shall provide upon request copies of employee time cards to document the requested labor costs, and shall document the employees actual rate of pay. All material costs shall be supported by invoice.

   The City may accept the standard hourly rate for work performed by owner-operators of equipment where the City determines that such rate is consistent with the cost that would be incurred based on the actual equipment rental rate specified in paragraph 6 below plus the labor, fringe, tax, and insurance costs specified in paragraphs 1, 2 and 3 above plus the Direct Cost Adjustments specified in 1.18 below. Where the City determines that a requested owner-operator rate is not in accordance with this paragraph, the Contractor shall limit its request for compensation to the actual equipment rental rate specified in paragraph 6 below plus the labor, fringe, tax, and insurance costs specified in paragraphs 1, 2 and 3 above as if the Owner-Operator were subject to the applicable prevailing wage requirements of this Contract plus the Direct Cost Adjustments specified in 1.14(A) below.

5. **Direct Material Costs.** The documented cost of materials, including sales tax, where paid. Material costs shall be limited to those materials actually used, consumed, or applied during the performance of the Changed Work. Surplus material shall be returned to the City upon request. Costs for all surplus material not returned to and accepted by the City shall be deemed an Indirect Cost for the Contractor.

6. **Actual Equipment Rental Costs.** Direct costs of equipment rental shall be limited to the actual amount paid, but in no case shall the amount to be paid to the Contractor exceed either (a) or (b) below:

a. Rates as published in the

State of California,
Business, Transportation, and Housing Agency,
Department of Transportation (Caltrans),
Division of Construction,
Labor Surcharge and Equipment Rental Rates

Said Labor Surcharge and Equipment Rental Rates are available at the following State of California web site:

http://www.dot.ca.gov/hq/construc/

(The edition of said Labor Surcharge and Equipment Rental Rates shall be that edition which is in effect at the time the equipment is used.)

b. Rates based on local rental availability.

Where less than three (3) local rental rates can be verified by the City, the Contractor shall be paid the lowest available rate. Where three (3) or more rental rates can be verified by the City, the Contractor shall be paid the average of the local rental rates. For the purposes of this paragraph, "Local" shall be defined as any rental facility within a seventy-five (75) mile radius of the Project site, or as accepted by the City.

Except where otherwise permitted in writing by the City, Direct Costs for equipment rental will be allowed for only those hours, days or months during which the equipment is in actual use. **Any costs associated with equipment rental where the equipment is not actually in use shall be considered part of the Contractor's Indirect Costs**. For the purpose of this paragraph, "Use" shall be defined as the actual time the equipment is in operation for the performance of Changed Work. "Use" shall specifically not include time where the equipment is located on site but is not in operation.

7. **Contractor Owned Equipment Costs.** Direct costs for Contractor owned equipment shall be limited to (a) or (b) below:

   a. Ninety five percent of Caltrans equipment rental rate as determined in (6)(a) above.

   b. Ninety five percent (95%) of fair market rental rates as determined in (6)(b) above.

   (**Note:** A 5% reduction in rental rate is deducted to compensate for the profit a rental company is entitled to, but for which the Contractor is not, because the Contractor is permitted to increase its actual Direct Costs by 5% as part of the permitted direct cost adjustments in this Section. This reduction prevents the Contractor from being paid twice for profit and overhead for equipment owned by the Contractor.)

8. **Utility Costs.** Documented utility costs directly associated with or necessary to perform the Changed Work. Undocumented utility costs shall be considered Indirect Costs by definition.

9. **Fuel Costs.** Documented fuel costs for equipment operated solely for the Changed Work. Undocumented fuel costs shall be considered Indirect Costs by definition.

10. **Facility Costs.** Documented facility (trailer, portable toilet, etc.) costs directly attributable to the Changed Work. No facility cost adjustment shall be made where the facilities would have been provided under the original Base Bid Work. Undocumented facility costs shall be considered Indirect Costs by definition.

11. **Other Costs.** Other documented costs accepted by the City as being a Direct Costs to the Changed Work. Undocumented costs shall be considered Indirect Costs by definition.

12. **Bonding and Insurance Costs.** Documented bonding and insurance costs directly attributable to the Changed Work. Undocumented insurance and bonding costs shall be considered Indirect Costs by definition. (Rather than document bonding and insurance costs, these costs may be assumed as permitted below.

1.16 INDIRECT COSTS

A. The Contractor's indirect costs shall include all costs not specifically identified as a direct cost, and shall include, but not be limited to, all of the following:

1. Interest or other money related costs associated with the financing of construction required to be performed by the Contractor prior to its submission and approval of a progress or final payment request.

2. All offsite labor, office, and corporate costs not employed directly for performance of Work on the Project. Construction of form work offsite for later use on the Project Site would be an example of a Direct Cost. Utility costs for maintenance of offsite facilities would be an example of an Indirect Cost.

3. All onsite Contractor and subcontractor administrative, supervision, and office costs;

4. Labor costs associated with Rework;

5. Contribution to stock bonus, pension/profit-sharing; deferred compensation and other employee benefit expenses not directly associated with State and/or Federal Prevailing Wage Requirements;

6. All Small Tool Costs (tools with a purchase price of $200 or less);

7. Cleanup costs beyond that covered by other actually incurred labor, material, and equipment costs.

8. Costs for repair and maintenance of equipment and facilities;

9. Quality control and quality assurance costs;

10. Inspection costs;

11. Safety training;

12. Equipment and material depreciation costs;

13. Equipment and tool maintenance costs;

14. Research and development costs;

15. Bidding expenses;

16. Any and all costs associated with documenting employee labor hours associated with any revision in Scope of Work or compliance with any prevailing wage requirement;

17. Any and all material costs for materials used for the benefit and/or protection of the Contractor, the subcontractor, and/or any of their employees unless specifically approved by the City;

18. Any and all unused equipment time, regardless of whether the equipment is rented or owed by the Contractor or any of its subcontractors;

19. All taxes other than specifically identified labor taxes and sales taxes on purchased direct cost materials.

1.17 CONTRACTOR COST DOCUMENTING REQUIREMENTS

A. The City shall have the right to confirm compliance with this Section by requesting copies of any information in the possession of the Contractor or any subcontractor, supplier, or material provider, regardless of tier, which relates to the changed work in any manner. Information which the City may request from the Contractor specifically includes:

1. Copies of any subcontract or other agreement between the Contractor or any subcontractor, supplier, or material provider and any other subcontractor, supplier, or material provider, regardless of tier. For the purpose of determining actually incurred costs for Changed Work, the City shall specifically have the right to request that the Contractor provide a copy of any subcontract or other agreement regardless of tier or scope involving any base bid work.

2. Copies of actually paid invoices for all materials and equipment;

3. Time cards for any employee who provided any form of labor associated with City directed Changed Work.

1.18 DIRECT COST ADJUSTMENTS

A. The Contractor or subcontractor actually performing Changed Work shall be allowed to adjust its Direct Costs, as calculated in accordance with Subsection 1.15, Direct Costs (above), by not more than the following percentages as sole and complete compensation, including all administration and change order processing, for performing the Changed Work:

1. Hourly labor payroll costs calculated in accordance with Subsection 1.15(D)(1) above may be increased by not more than eighteen percent (18%).

2. Other labor costs calculated in accordance with Subsection 1.15(D)(2) and (D)(3) above may be increased by not more than eighteen percent (18%).

3. Direct subcontractor, service provider and/or separately contracted owner-operator equipment costs calculated in accordance with Subsection 1.15(D)(4) above may be increased by not more than six percent (6%). [Direct cost adjustments for this category are limited to percent (6%) for supervision of the subcontractor or service provider.]

4. Material costs calculated in accordance with Subsection 1.15(D)(5) above, may be increased by not more than fifteen percent (15%).

5. Equipment costs calculated in accordance with Subsection 1.15(D)(6) or (B)(7) above may be increased by not more than fifteen percent (15%).

6. Utility, fuel, facility, and other direct costs calculated in accordance with Subsection 1.15(D)(9) through (D)(12) above, may be increased by not more than fifteen percent (15%).

7. Actual bonding and insurance costs shall not be adjusted.

   In lieu of documenting actual bonding and insurance costs, the compensation for determining bonding and insurance may be taken as not more than two percent (2%) of the sum of all Direct Costs permitted by Subsection 1.15 plus any adjustments permitted by this Subsection.

B. In lieu of calculating the actual cost plus adjustments as described in this Section, the City may, but is not obligated to, accept a standard billing rate so long as such rate includes all obligations, costs and fees specified in the sections referenced in this paragraph. Where such rate is accepted by the City, the subcontractor or individual performing said work shall not be entitled to any additional adjustments of this rate.

C. The Contractor and each upper-tier subcontractor involved in the changed work shall be entitled to increase the costs of a lower-tier subcontractor, as calculated in this Section, by not more than six percent (6%) for supervision, administration and change order processing; and two percent (2%) for bonding and insurance.

D. Where work is performed by an owner-operator hired by the Contractor or one of its subcontractors, the supervising Contractor or subcontractor shall be entitled to increase the Owner-Operator's costs by not more than six percent (6%) for supervision, administration and change order processing; and two percent (2%) for bonding and insurance.

E. When a CCO includes both increases and decreases in the Contract Sum and/or the Contract Time, the permitted Contractor Direct Cost Adjustments shall be calculated on the basis of the net increase or decrease in Contract Sum. Credits to the City shall include the full percentage Direct Cost Adjustment specified in this Subsection.

END OF SECTION

SECTION 00910

DELAYS, EXTENSIONS, AND SUSPENSION OF WORK

1.01 TYPES OF DELAY

A. Delays shall consist of the following types:

1. **Abnormal Delay** shall be defined as any delay in a critical path activity that results from acts of God, fire, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and similar acts which prevent the Contractor from employing at least sixty percent (60%) of the total labor and equipment force scheduled for that day for more than a four (4) hour period of time.

2. **Differing Site Condition Delays** shall be defined as any delay in a critical path activity that results from the existence of site conditions which are different the site conditions assumed to exist or specified within the Contract Documents.

3. **Excusable Delays** shall be defined as any delay in a critical path activity that result from causes beyond the control of both the Contractor and the City, and which **could not have** been avoided by the exercise of care, prudence, foresight, and/or diligence on the part of the Contractor, its subcontractors at any tier, or its material suppliers.

4. **Material Shortage Delays** shall be defined as any delay in a critical path activity that result from the utter unavailability of material required to be used by the Contract Documents. To qualify as a material shortage delay, all of the following must be satisfied:

   a. The delay must be beyond the control of both the Contractor and the City;

   b. The delay **could not have** been avoided by the exercise of care, prudence, foresight, and/or diligence on the part of the Contractor, its subcontractors at any tier, or its material suppliers.

   c. The Contractor has demonstrated to the satisfaction of the City that every option available to the Contractor has been employed to obtain such materials from all known sources. Only the physical shortage of said material will be considered as justification for a time extension.

   d. No extension of time shall be given for any claim that material could not be obtained at a reasonable, practical, or economical cost; unless the Contractor can demonstrate to the satisfaction of the City that such material could only have been obtained at exorbitant prices, that are inconsistent with normal rates, taking into account the quantities involved and usual practices in obtaining such quantities.

e. No extension of time shall be given for material ordered or delivered late, or whose availability was affected by a failure to procure the material in a timely manner by the Contractor, its subcontractors at any tier, or its material suppliers.

5. **Non-Excusable Delays** shall be defined as any delay in a critical path activity that **could have** been avoided by the exercise of care, prudence, foresight, and/or diligence on the part of the Contractor, its subcontractors at any tier, or its material suppliers.

6. **City-Caused Delays** shall be defined as any delay in a critical path activity that results from the City's action or failure to act.

7. **Unusual Weather Delays** shall be defined as any delay in a critical path activity that results from Unusual Weather (see definition) which prevents the Contractor from employing at least sixty percent (60%) of the total labor and equipment force scheduled for that day for more than a four (4) hour period of time.

1.02 NOTICE OF DELAYS

A. Regardless of the cause, when the Contractor foresees a delay in the prosecution of the Work, or immediately upon the occurrence of an unforeseen delay, the Contractor shall notify the City in writing of the probability or existence of the delay, the type of delay as defined in Subsection 1.01, Types of Delays above, and the Contractor's opinion of the actual cause of the delay.

B. The City shall be notified of the anticipated or existing delay within three (3) working days of the Contractor's discovery of the anticipated or existing delay. The Contractor agrees that failure to notify the City within the required time period shall result in the Contractor waiving its rights to claim any time or cost compensation for the delay at a later date.

C. The Contractor shall take immediate steps to prevent or reduce, if possible, the occurrence, continuance, or duration of the delay.

1.03 COMPENSABLE DELAYS

A. **Compensable Delay** shall be defined as any delay other than a Non-Excusable Delay. In accordance with this Subsection, compensation to the Contractor for a compensable delay may be in the form of a change in Contract Sum, a change in Contract Time, or both.

B. In accordance with this Subsection, the Contractor may submit to the City a Change Order Request for any Change in Contract Sum, Contract Time or both, where the Contractor believes that a change in either or both is warranted as a result of a Compensable Delay.

C. The Contractor agrees that any request for a change in Contract Sum shall be limited to the documented costs that were actually incurred by the Contractor. The Contractor also agrees that it shall not be entitled to any claim for additional compensation, specifically including markups and unanticipated profits as any such compensation would make the Contractor better than whole as a result for any Compensable Delay.

1.04 TYPE OF COMPENSATION

A. The Contractor shall be entitled to compensation for compensable delays in accordance with the following table:

	Type of Delay				
	Abnormal or Unusual Weather	**Differing Site Conditions**	**Excusable Delay**	**Material Shortage**	**City Caused**
Type of Compensation	Time Extension Only	Time Extension and Actual Incurred Costs	Time Extension Only	Time Extension Only	Time Extension and Actual Incurred Costs

1.05 CONCURRENT DELAYS

A. **Concurrent Delays** shall be defined as two or more delays in the prosecution of the Work that may be of the same Type but having different causes that meet all of the following:

1. The two or more delays occur at the same time or the two or more delays have a duration that overlaps by at least one (1) working day.

2. The two or more delays affects a Contract milestone or critical path activity.

B. The Contractor shall be eligible for compensation for concurrent delays in accordance with the table below.

CONCURRENT DELAY COMPENSATION ELIGIBILITY TABLE	
	2nd Type of Delay

		City-Caused or Differing Site Conditions	Non-Excusable	Abnormal, Excusable, Material Shortage or Unusual Weather
1st Type of Delay	City-Caused or Differing Site Conditions	Time Extension and Actual Incurred Costs	None[1]	Time Extension Only
	Non-Excusable	None[1]	None	None[2]
	Abnormal, Excusable, Material Shortage or Unusual Weather	Time Extension Only	None[2]	Time Extension Only

C. FOOTNOTES TO CONCURRENT DELAY COMPENSATION ELIGIBILITY TABLE

1. Where the City caused delay has a more negative impact than the Contractor caused delay, the Contractor shall be limited to actually incurred Costs, per the Contract Documents for only the whole number difference in the negative float days. For example, if the City causes a delay which results in five (5) days of negative float, and simultaneously, the contractor causes a delay which results in 3 days of negative float, the Contractor shall be limited to two (2) days (five days minus 3 days) of actually incurred costs.

2. Where a delay caused by neither the City nor the Contractor has a more negative impact than the Contractor caused delay, the Contractor shall be limited to a Time Extension for only the whole number difference in the negative float days. For example, if the delay caused by neither the City nor the Contractor results in 5 days of negative float, and simultaneously, the contractor causes a delay which results in 3 days of negative float, the Contractor shall be limited to two (2) days (five days minus 3 days) of Time Extension.

1.06 UNUSUAL WEATHER DELAY DAYS

A. Unless otherwise specifically provided for elsewhere in the Contract Documents, the City has not provided for any Weather Delay Days. Where no Weather Delay Days are specified, none exist; and the Contractor shall only be entitled to Compensation for Unusual Weather Delay Days in accordance with this Section.

B. Where the City has provided for Weather Delays Days, the Days shall be used in accordance with such provisions.

C. Additional weather delay provisions occur in Subsection 1.12, Weather Day Allowance of Section 00280, Construction Schedule.

1.07 DELAY COST RECOVERY

A. In the event of a Differing Site Condition Delay or an City-Caused Delay, the Contractor shall have the right to recover all actual costs incurred as a result of the delay. The Contractor shall document all costs. The City reserves the right to summarily reject any costs requested by the Contractor where no documentation for the cost is provided.

B. In the event of a Differing Site Condition Delay or an City-Caused Delay, the City's only burden is to make the Contractor whole by reimbursing the Contractor for any costs that are actually incurred. The Contractor acknowledges and agrees that it is not entitled to profit on the costs it incurred as this would make the Contractor better than whole.

1.08 TEMPORARY SUSPENSION OF WORK FOR CAUSE

A. If the Contractor fails to correct defective work or fails to carry out the Work in accordance with the Contract Documents or any other applicable laws, Codes, ordinances, rules or other regulations, the City may, by written direction, order the Contractor to suspend all work, or to suspend any portion thereof, until the cause for such order has been eliminated.

B. The right of the City to suspend the Work shall not give rise to any duty on the part of the City, or any of its designated representatives, to exercise this right for the benefit of the Contractor or for any other person or entity.

C. Any delays in critical path Work occasioned by a City directed suspension of the Work shall not relieve the Contractor of any duty to complete the Work prior to the Contract Completion Date.

D. In the event that a temporary suspension of Work is ordered, the Contractor, at its expense, shall perform all work necessary to provide a safe access to all portions of the suspended work. Should the Contractor fail to provide the safe access as specified, the City may perform such work and the cost thereof may be deducted from any compensation owed the Contractor.

E.

1.09 TEMPORARY SUSPENSION OF WORK FOR CONVENIENCE

A. Without cause, the City may, by written direction, order the Contractor to suspend all the Work, or any portion thereof, for such period of time as the City may deem appropriate.

B. The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unusual weather, or for such other conditions as are considered unfavorable for the suitable and/or safe prosecution of the Work.

C. Any temporary suspension of Work ordered by the City in accordance with this Subsection may be considered justification for a Time Extension to the Contract Completion Date. The time to complete the Work may be extended by an amount equal to the period of such suspension, but only if such suspended work impacts critical path work as shown on the most recently accepted Construction Schedule. The Contractor shall be entitled to compensation as specified for an City-Caused Delay

END OF SECTION

Innovative Construction Solutions

Name of Bidder (Firm Name)

SECTION 00300
FORM OF BID

revision 1 (Addendum No. 1)

As referenced under the opening paragraph of the Instructions to Bidders, the Primary Elements of the **"Former Southland Steel Site Remediation Project"** (hereinafter, the "Project") are as follows: Work to be done consists of all labor, materials, and equipment necessary for the remediation of soil. Remediation includes excavation (approximately 3,750 cubic yards) of shallow soils impacted with metals, VOCs, and PAHs; investigation and potential excavation of soil vapor impacted soil (approximealty 250 cubic yards); transportation and disposal of excavated soil to a landfill; supply, placement, and compaction of backfill; restoration of concrete and asphalt paving; and decontamination of tools and equipment.
The undersigned proposes to furnish all materials, labor, and equipment required to complete the Project for the City of Huntington Park, in accordance with the Contract Documents, including addenda thereto, if any, adopted by the City Council, and on file in the office of the City Engineer, as follows:

Former Southland Steel Site Remediatin Project

BASE BID:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION INCLUDING SUBMITTALS	1	LS	–	$30,580.00
2	STORMWATER MANAGEMENT & CONSTRUCTION BMPs	1	LS	–	$6,500.00
3	TEMPORARY FENCING AND SECURITY	1	LS	–	$1,500.00
4	SAW CUTTING OF EXISTING PAVING	5,000	LF	$0.65	$3,250.00
5	DEMOLISH PAVING	22,000	SF	$1.96	$43,120.00
6	TRANSPORTATION AND DISPOSAL OF PAVING DEBRIS	850	TON	$21.20	$18,020.00
7	EXCAVATION OF SHALLOW SOILS INCLUDING ODOR AND DUST CONTROL, HANDLING AND STOCKPILE MAINTENANCE, AIR AND RULE 1166 MONITORING	3,750	CY	$12.98	$48,675.00
8	SOIL VAPOR INVESTIGATION	3	EA	$985.00	$2,955.00
9	EXCAVATION OF SOIL WITH SOIL VAPOR INCLUDING DUST AND ODOR CONTROL, HANDLING AND STOCKPILING	250	CY	$17.00	$4,250.00

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
9	LOADING AND TRANSPORTATION OF CONTAMINATED SOIL	5,900	TONS	$58.73	$346,507.00
10	DISPOSAL OF CONTAMINATED SOIL AT LANDFILL	5,900	TONS	$18.00	$106,200.00
11	IMPORT FILL, PLACE, AND COMPACT (IN PLACE QTY.)	3,750	CY	$20.50	$76,875.00
12	CONCRETE PAVING RESTORATION	22,000	SF	$7.37	$162,140.00
13	ASPHALT PAVING RESTORATION	200	SF	$10.00	$2,000.00
14	LAND SURVEY AND AS-BUILT RED-LINES	1	LS	-	$6,650.00
15	STREET SWEEPING CITY STREETS	8	DAY	$750.00	$6,000.00
16	DEMOBILIZATION AND DECONTAMINATION	LOT	LS	-	$4,400.00
17	PROTECT AND RESTORE GW WELLS W2-37 AND CY-23	2	EA	$680.00	$1,360.00

TOTAL AMOUNT BASE BID (ITEMS 1 THRU 17) $ $870,982.00

TOTAL AMOUNT IN WORDS EIGHT HUNDRED SEVENTY THOUSAND NINE HUNDRED EIGHTY-TWO

NOTE: **Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as nonresponsive. All blank spaces shall be filled out completely. Line out any applicable blanks. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations.**

Quantities are estimated. Actual quantities may vary. Contractor will be paid based upon actual installed quantities as agreed to by the Construction Manager. The rate to be applied to the actual quantities will be the Unit Rates quoted above. Installed quantities shall be measured by land survey provided by the Contractor, or as otherwise agreed to by the Constructiion Manager. Quantities for items not installed, for instance transportation and disposal of containated soil, will require documetation for verification by the Construction Manager. In the case of transportation and disposal to a landfill, the weights entered onto the hazradous waste manifests by the landfill upon reciept will be the basis for payment.

I (We) certify that on June 22, ~~20~~1999, License No. 764815, license classification(s) A-HAZ-C21, was issued to me (us), in the name of Innovative Construction Solutions, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information Check where applicable:

1. ( ) An individual
   (x) A corporation. Name state or territory of Incorporation: California
2. ( ) A co-partnership
   ( ) A joint venture

If a co-partnership or joint venture, list names of individuals comprising same below

_____

_____

_____

Date signed September 4, 2014

Place Santa Ana, CA
City and State

Bidder's address and telephone:

4011 W. Chandler Avenue
Number and Street

Santa Ana, CA
City and State

(714) 893-6366
Telephone

(714) 893-5122
Fax

Respectfully submitted,

Innovative Construction Solutions
Firm Name (if applicable)

Signature

President
Title

Signature

Secretary
Title

SECTION 00410

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, INNOVATIVE CONSTRUCTION SOLUTIONS, INC.
4011 W. CHANDLER AVE., SANTA ANA, CA 92704 (Bidder and Address)

as Principal and ASPEN AMERICAN INSURANCE COMPANY
175 Capital Boulevard, Suite 300 Rocky Hill, CT 06067 (Surety and Address)
as Surety, as held and firmly bound unto the City of Huntington park, hereinafter referred to as "City", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation of such that:

WHEREAS, the Principal has submitted the above-mentioned Bid to the City, for certain construction specifically described as follows, for which bids are to be opened on_____

9/4/2014 for FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT
(date of bid opening) (description of work, including location, as it appears on the bid)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the bidding or contract documents, after prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bids, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th day of August, 2014.

INNOVATIVE CONSTRUCTION SOLUTIONS, INC
Principal

(SEAL)

Signature and Title

(SEAL)

ASPEN AMERICAN INSURANCE COMPANY
Surety

Signature and Title Edward C. Spector, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On AUG 29 2014 before me, Simone Gerhard, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal) Signature _____

Simone Gerhard, Notary Public

SIMONE GERHARD
Commission # 1960163
Notary Public - California
Los Angeles County
My Comm. Expires Dec 9, 2015

ASPEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Aspen American Insurance Company**, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint **Edward C. Spector; Ashraf (Nick) Elmasry; Tom Branigan; Simone Gerhard; Lisa K. Crail; Paul Rodriguez; Brenda Wong** of **AON Risk Insurance Services West, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:
Michael Toppi, Executive Vice President, **Scott Sadowsky**, Senior Vice President, Kevin Gillen, Senior Vice President, **Mathew Raino**, Vice President, and **Ryan Field**, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 21st day of February, 2014.

STATE OF CONNECTICUT
COUNTY OF HARTFORD SS. ROCKY HILL

Aspen American Insurance Company

Scott Sadowsky, Senior Vice President

On this 21st day of February, 2014 before me personally came Scott Sadowsky to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber, Notary Public
My commission expires: 5/31/2016

CERTIFICATE

I, the undersigned, Scott Sadowsky of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this ___ day of _____, _____

AUG 29 2014

By: _____ Name: Scott Sadowsky, Senior Vice President

Aspen American Insurance Company TEXAS 1990

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email:Patricia.Taber@aspen-insurance.com

Patricia C. Taber NOTARY PUBLIC 158472 MAY 31 2016 HARTFORD CO

SECTION 00430

LIST OF SUBCONTRACTORS

Prime Contractors shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California and shall set forth in their bids, on forms provided for same, the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and the portion of the work which will be performed by each Subcontractor.

Failure by a prime Contractor to specify a Subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid constitutes an agreement between the prime contractor and the City of Huntington Park that he is fully qualified to perform that portion of the work himself and will perform that portion of the work himself.

No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed, nor shall any subcontract be assigned or transferred except as provided for in the above Sections of the Public Contract Code of the State of California.

Prime contractors in violation of any of the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California are subject to possible cancellation of contract and monetary penalties as well as disciplinary action by the Contractors' State License Board.

LIST OF SUBCONTRACTORS

The following is a list of the proposed subcontractors to whom I (we) propose to sublet a portion or portions of this work.

NAME/ADDRESS	CLASSIFICATION OF WORK TO BE EXECUTED	SUBLET AMOUNT **(IN DOLLARS)**
Cal-Pointe Builders	Concrete Paving	$135,000.00
W.C. Logistics, Inc.	Waste Transportion	$70,000.00

SECTION 00450

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

State of California)
)ss.
County of Orange)

John R. White, being first duly sworn, deposes and says that he or she is Vice-President of Innovative Construction Solutions, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee or any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid..

Subscribed and sworn to before me this 3 day of September, 2014.

By: _____
John R. White

_____ Vice- President
Notary Public Title

MONIQUE ANTOINETTE STEFANOVIC
Commission # 2063632
Notary Public - California
Orange County
My Comm. Expires Apr 19, 2018

**** NOT APPLICABLE

SECTION 00465 3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE CITY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____
Type of Work _____ Contract Number _____
Department _____
Address _____ Contract Amount $ _____
City Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____
Type of Work _____ Contract Number _____
Department _____
Address _____ Contract Amount $ _____
City Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____
Type of Work _____ Contract Number _____
Department _____
Address _____ Contract Amount $ _____
City Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____
Type of Work _____ Contract Number _____
Department _____
Address _____ Contract Amount $ _____
City Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____
Type of Work _____ Contract Number _____
Department _____
Address _____ Contract Amount $ _____
City Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____
Type of Work _____ Contract Number _____
Department _____
Address _____ Contract Amount $ _____
City Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

SECTION 00470

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

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

I, John R. White, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
Innovative Construction Solutions
(Bidder/Proposer name as shown on Bid/Proposal)
nor Hirad Emadi
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

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

Executed this 3 day September 2014 at Santa Ana, California
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the City should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

_____

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

_____

_____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

_____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

_____

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

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

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00471

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

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

I, John R. White, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Innovative Construction Solutions
(Bidder/Proposer name as shown on Bid/Proposal)

nor Hirad Emadi, P.E.
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

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

Executed this 3 day of September at Santa Ana, California
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

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

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

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00472

CRIMINAL CONVICTIONS

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, John R. White, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Innovative Construction Solutions
(Bidder/Proposer name as shown on Bid/Proposal)

nor Hirad Emadi
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

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

Executed this 3 day of September 2014 at Santa Ana, California
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number: _____

(3) Identity of the law violated: _____

_____

(4) Identity of the prosecuting agency: _____

_____

(5) Contract or project involved: _____

_____

(6) Punishment imposed: _____

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

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

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

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00473

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the City of Huntington Park should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, John R. White, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Innovative Construction Solutions
(Bidder/Proposer name as shown on Bid/Proposal)

nor Hirad Emadi
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

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

Executed this 4 day of September 2014 at Santa Ana, California
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

_____

(2) Project name or contract involved: _____

_____

(3) Debarring agency: _____

_____

(4) Stated reason for debarment: _____

_____

_____

_____

_____

(5) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

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

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

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00474

LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"Labor law/payroll violation" means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Labor Law/Payroll Violations Information:" (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the City of Huntington Park should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, John R. White, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Innovative Construction Solutions
(Bidder/Proposer name as shown on Bid/Proposal)

nor Hirad Emadi
(name of responsible managing person licensed by Contractors' State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

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

Executed this 4 day of September 2014 at Santa Ana, California
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

(1) Date of violation determination: _____

(2) Case number: _____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

(5) Description of the violation (attach disposition letter): _____

_____

_____

_____

_____

(6) Amount of any civil wage and penalty assessment: _____

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

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

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

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Rev. 10/2009

To be submitted with each Bid for a contract

Project Identification Southland Steel Site Remediation

Bid Date September 4, 2014

This information must include all construction work undertaken in the State of California by the Bidder and any partnership, joint venture, or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. The Bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

SECTION 00490

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2009	2010	2011	2012	2013	TOTAL	CURRENT YEAR-YTD
1. No. of Contracts	123	115	120	124	141	623	136
2. Total dollar amount of contracts (in thousands of dollars)	24MM	17.8MM	19.8MM	25.7MM	27.7MM	115MM	27MM
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workdays due to injuries	0	0	0	0	0	0	128
*5. No. of days of restricted work activity due to injuries	0	0	0	0	0	0	0
*6. Injuries without lost workdays	0	1	0	0	1	2	0

*The information required for these items is the same as required for columns 1, 4, 5, and 6, Log and Summary of Occupational Injuries and Illnesses, CAL/OSHA Form 200.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Innovative Construction Solutions
Name of Bidder (Print)

Signature

4011 W. Chandler Ave
Address

764815 A-HAZ-C21
Contractors' State License No. & Classification

Santa Ana, CA 92704
City

714-893-6366
Telephone

ADDENDUM NUMBER 1

LIST ATTACHMENTS

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

DOCUMENT NUMBER	DOCUMENT NAME	REVISION/ DATE
00300	Form of Bid	1
Figure 1	Site Grading Plan (topographical drawing added, only, 1 sheet)	Aug 2014
Handbook 1334.1	Federal Labor Standards Provisions	6/2009
LR01.DG	Davis Bacon Labor Standards	Jan 2012
CA 140033	Salary Schedule	8/8/14

Dated August 20, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 1

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE	Charles Parada PRINT NAME	9/4/2014 DATE

CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

ADDENDUM DATE: AUGUST 21, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 2

ADDENDUM NO.2 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 2 shall be considered part of the bid documents, and provides the following revisions and/or information:

The Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project shall be revised to change the bid date from August 26th to September 2, 2014 at 2 P.M.

Dated August 21, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 2

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

	Charles Parada	9/4/2014
SIGNATURE	PRINT NAME	DATE

CITY OF HUNTINGTON PARK

ADDENDUM NO. 3

ADDENDUM DATE: AUGUST 21, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 3

ADDENDUM NO.3 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 3 shall be considered part of the bid documents, and provides the following revisions and/or information:

Response to Questions From Bidders

Q1: Is there a specification for the vapor probes that you'd like installed?
A1: Bidders are directed to the Final Draft Response Plan included in the bid package. Appendix C, Sampling and Analysis Plan, Section 4.1.1 in the Response Plan describes the materials of construction and provides installation requirements. No figure is provided.

Q2: Is all of the soil assumed to be CA-haz? If not, can a quantity be provided that is assumed to be non-haz and/or RCRA?
A2: Bidders are directed to Addendum No. 1, Q&A 3. To clarify further, bidders are to assume all soil will be transported to a landfill and will be characterized as California hazardous waste. If actual conditions differ, then a contract adjustment will be required.

Q3: In the Response Plan (page 44), it states that waste disposal profiling will be conducted by others. Please verify if the profile sampling is the Contractor's responsibility and if the sampling frequency stated on page 43 is mandatory.

A3: Bidders scope of work is presented in the RFP Attachment A, Scope of Work. Laboratory analysis will be provided by others at no cost to the Bidder. The disposal facility will require analytical results in order to profile the material for disposal at their facility or will request a sample for analysis by them. In the later scenario, the cost for analysis is will not be separately reimbursed unless included in the costs quoted at the time of bid. If the disposal facility will accept the laboratory analysis performed by others, then the matter is moot.
Sampling frequency presented in the Response Plan, Section 9.2, is once every 200 cubic yards. Experience has demonstrated that frequency may be discussed with the disposal facility and based upon site specific conditions, may be reduced. The stockpile or waste disposal sampling and analysis frequency may be changed with mutual agreement with disposal facility.

Dated August 21, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 2

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE	PRINT NAME	DATE
	Charles Parada	9/4/2014

CITY OF HUNTINGTON PARK

ADDENDUM NO. 4

ADDENDUM DATE: AUGUST 28, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE REMEDIATION PROJECT

PROJECT TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 4

ADDENDUM NO. 4 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 4 shall be considered part of the bid documents, and provides the following revisions and/or information:

This Addendum changes the Bid Date that was amended by Addendum No. 2. The Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project shall be revised to change the bid date from September 2, 2014 at 2 P.M. to **September 4, 2014 at 2 P.M.**

Another addendum, Addendum No. 5 will be issued today. Due to the number of changes presented in Addendum No. 5, the Bid Date was revised.

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 4

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE	Charles Parada PRINT NAME	9/4/2014 DATE

ADDENDUM NUMBER 5

LIST OF ATTACHMENTS

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

DOCUMENT NUMBER	DOCUMENT NAME	REVISION/ DATE
00100	Instructions to Bidders	Aug 28, 2014
00430	Designation of Subcontractors	Aug 28,2014
00500	EPA Lobbying Certificate	Aug 28, 2014
00510	EPA Debarment Certification	Aug 28, 2014
00600	Contract – Southland Steel Site Remediation Project	Aug 28, 2014
00700	General Conditions	Aug 28, 2014
00800	Supplementary Contract Conditions	Aug 28, 2014
00900	Changes to the Contract	Aug 28,2014
00910	Delays, Extensions, Suspensions,	Aug 28, 2014

City of Huntington Park

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 5

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE	PRINT NAME	DATE
	Charles Parada	9/4/2014

4011 W. Chandler Avenue
Santa Ana, CA 92704
(714) 893-6366 Telephone
(714) 893-5122 Facsimile
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www.ICSinc.tv

INNOVATIVE CONSTRUCTION SOLUTIONS
CONTRACTOR QUALIFICATIONS

Pursuant to Attachment A, Section 4B, Minimum Bidder requirements, we have prepared the attached:

4.A: Copy of Class A license and HazMat certificate

4.B: Descriptions of projects that meet the criteria identified in 4.B.1 and 4.B.2.

4.C: Resumes for proposed Project Manager (John Farmer) and Superintendent (Jeff Gronau). Both individuals meet criteria identified in 4.B.3.

4.D: List of references from projects identified under 4.B.

4.E: ICS certifies that we will self-perform the on-site soil excavation, loading and fill placement.

4. F: Copy of general insurance certificate attached. If required, project-specific certificate with additional insured to be furnished after contract is awarded.

innovativeconstructionsolutions

STATE OF CALIFORNIA

Contractors State License Board

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

INNOVATIVE CONSTRUCTION SOLUTIONS

License Number 764815

to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
C21 - BUILDING MOVING, DEMOLITION

Witness my hand and seal this day,

November 3, 2010

Issued June 22, 1999

James Miller
Board Chair

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

Stephen P. Sands
Registrar of Contractors

131-24 (REV. 12-07) OSP 07 105460

AUDIT NO: 505977

CONTRACTORS STATE LICENSE BOARD

Consumer Affairs

Building Quality

HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.

Qualifier: HIRAD EMADI

License No: 764815

Business Name: INNOVATIVE CONSTRUCTION SOLUTIONS

23 JULY 1999

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number **764815** Entity CORP

Business Name INNOVATIVE CONSTRUCTION SOLUTIONS

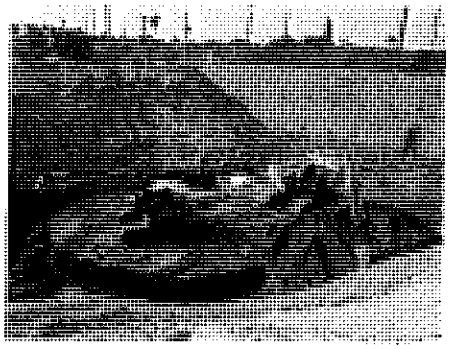
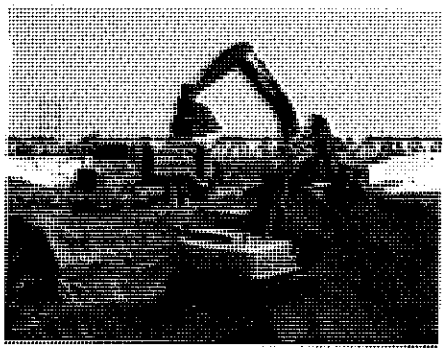
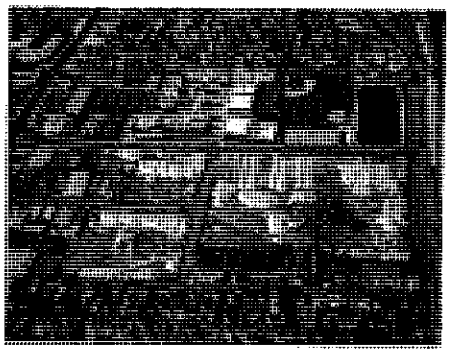
Classification(s) A HAZ C21

Expiration Date 06/30/2015 www.cslb.ca.gov

innovative construction solutions LIC# 764815 A-HAZ C21

PROJECT SNAPSHOT

Soil & Groundwater Remediation

Project: Remediation of hex-chromium in groundwater, VOC's, TPH and Heavy Metal in Soil

Owner: Los Angeles Unified School District (LAUSD) - Facilities – Ed Speake (323) 775-6155

Location: South Region High School No. 9, Phase II (South Gate, California)

Value: $13,100,000

Project Details: Excavated, loaded, transported and disposed of over 105,000 tons of non-hazardous, non-RCRA, TSCA, and RCRA hazardous impacted soils, hex-chromium, VOC's, TPH, Pesticides, PCBs, and other heavy metals. Demolition of an existing lead, asbestos and hexavalent chrome contaminated building. In-situ remediation of hex-chromium impacted groundwater project activities included shallow and deep shoring system installation, excavation, loading and transportation under strict traffic, noise, and dust restrictions. The scope of work also included backfill and site restoration.

Field Tasks:

- Constructed dry decontamination pad for heavy equipment and waste transports
- Installed fencing with windscreen around the site perimeter to minimize dust migration and public access
- Protected entire site from erosion and rain damage with necessary BMPs and SWPPP controls
- Demolished and consolidated known and unknown slabs, footings, hardscape, and roadways
- Provided dedicated dust control crew and water support truck to comply with strict dust mitigation
- Excavated, stockpiled, loaded, transported and disposed of over 85,000 tons of impacted soil of various classifications
- Excavations conducted using standard excavation procedures, Engineering and Permitting of Shoring Systems to achieve excavation depths of 30 feet below grade surface
- In-Situ groundwater remediation via direct contact mixing with CPS solution for treatment of hex-chromium
- Ex-Situ soil remediation of 15,000 cubic yards of VOC-impacted soil via vapor extraction soil piles
- Management and removal of below grade structures discovered during excavation activities
- Transport management of impacted soil (including Haul Route Permits, traffic control and manifest tracking)
- Perform final rough and fine grading of over 5 acres of excavated or distributed areas
- Work was completed under the strict oversight of the LAUSD's environmental consultant, DTSC, City of South Gate, County of Los Angeles, Edison, and AT&T.

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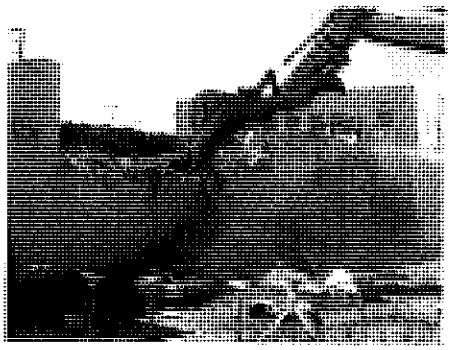
PROJECT SNAPSHOT

Soil Remediation



Project: Remediation of TPH, VOC and Heavy Metal Impacted Soil

Owner: Los Angeles Unified School District – Facilities - Ron Cavagrotti (310) 670-9221

Location: Future Central Region Elementary School No. 20 (Los Angeles, California)

Value: $3,225,000

Project Details: Excavated, loaded, transported and disposed of over 50,000 tons of non-hazardous and non-RCRA classified impacted soil generated from site demolition and excavation of former residential and business properties. Project activities included shallow and deep shoring system installation, demolition, excavation and loading and transportation under strict traffic, noise, and dust restrictions. The scope of work also included backfill and site restoration.

Field Tasks:

- Provided the demolition of various structures throughout the project site.
- Installed permanent fencing with wind screen around the project work site and decon areas for heavy equipment and transports during excavation activities.
- Coordinated and installed 380 lineal feet of a shoring system to allow for excavation to an overall depth of 25 feet.
- Provided SWPPP, dedicated dust control crew to comply with strict dust mitigation and traffic control during the project.
- Excavated, transported and disposed of over 50,000 tons of impacted soil, including dewatering and disposal of impacted groundwater.
- Performed continuous decontamination to prevent cross contamination of in-place clean and excavated soils.
- Provided for the backfill and compaction of rock and soil below the water table and all other excavated areas to meet site grades.

Regulatory Information:

Completed under LAUSD's environmental consultant and the DTSC.

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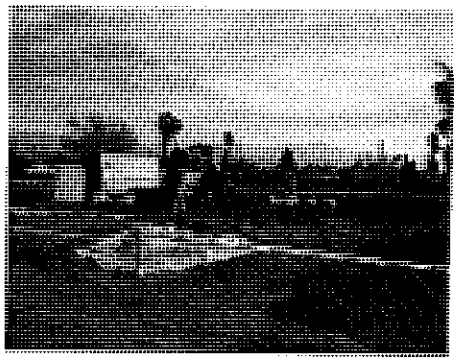
PROJECT SNAPSHOT

Soil Remediation



Project:

Remediation of Shallow Metal and Pesticide Impacted Soil

Owner:

San Bernardino City Unified School District – Adam Sinner (909) 388-6100

Location:

Middle College High School & Frank Dominguez Elementary School (San Bernardino, California)

Project Details:

Excavate, load, transport and disposed of over 8,000 tons of non-RCRA and non-hazardous classified impacted soil generated from surgical excavations from over 107 residential properties which were razed to make way for future school campuses. Project activities included surgical excavation, loading and transportation under strict traffic, noise, and dust restrictions and disposal and site grading and restoration. All work was completed under the auspices of the DTSC and at the direction of SBCUSD's Environmental Consultant.

Field Tasks:

- Constructed dry decontamination pad for light and heavy equipment.
- Installed fencing with windscreen around the site perimeter to minimize dust migration and public access
- Protected entire site from erosion and rain damage with necessary BMPs and SWPPP controls
- Protected entire site from erosion and rain damage with plastic sheeting.
- Demolished and consolidated known and unknown slabs, footings, and hardscape. Some structures were to remain in place.
- Provided dedicated dust control crew and water support truck to comply with strict dust mitigation
- Provided dedicated traffic control crew for the duration of project.
- Excavate, load, transport and disposed of over 8,000 tons of impacted soil.
- Performed continuous decontamination during project to prevent cross contamination of in-place clean and excavated soils.
- ICS worked closely with environmental consultant for soil sampling and hot spot excavation and removal.

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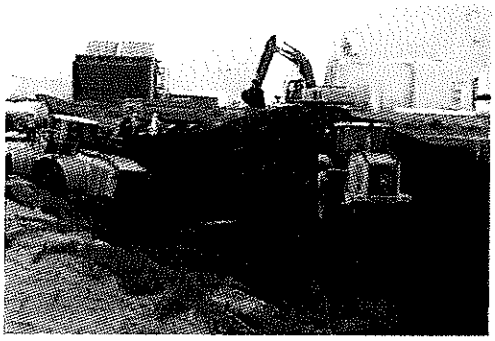
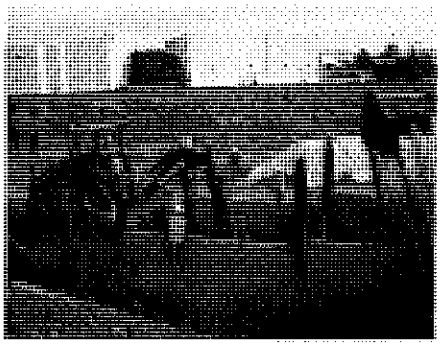
PROJECT SNAPSHOT

Soil Remediation

Project:
Soil Remediation and Restoration

Client:
CH2M Hill – Terry Feng, Ph.D., P.E. (925) 964-1658

Location:
Honeywell International Inc. (El Segundo, California)

Project Details:
ICS performed the remediation and restoration activities at the Honeywell Sepulveda project site located in El Segundo, California. Through various assessment and site investigation at the site, an estimated 40,000 cubic yards of soil was shown to contain concentrations of various pesticides, PCBs, VOCs, TPH and heavy metals which required removal for future site redevelopment. For the completion of this project, ICS provided all excavating, material handling, waste management activities, and restoration aspects. The ICS scope also includes the overall management of the proposed efforts and coordination and disposal of impacted soil. ICS also was in charge of controlling visible emissions, odor, fugitive dust, onsite and offsite traffic control, profiling and waste manifesting, health & safety, and overall soils management requirements.

Field Tasks:
- Provided for all permitting (City of El Segundo – Grading and Traffic and SCAQMD)
- Designed Shoring System and provided for the installation and removal for the protection of adjacent active railroad tracks for soil excavation activities
- Provided for waste profiling of various non-hazardous, Non-RCRA Hazardous, RCRA Hazardous and TENORM characterized soil
- Excavated and direct loaded an estimated 40,000 cubic yards of impacted soil
- Provide for SCAQMD monitoring during all excavation and loading activities
- Provided transportation and disposal of wastestreams to Honeywell approved disposal facilities
- Imported 30,000 tons of clean fill to the excavation areas, placed and compacted al fill to meet the site's approved grading plan
- Installed the necessary SWPPP measures and vegetative cap via hydroseed (City approved mix) on all disturbed areas (excavation, laydown and haul roads)
- Project was completed over a 3 month duration with no incidents or complaints. A total of 30,000 man hours were worked without a single health and safety incident.

Value:
$5,392,000

Innovative Construction Solutions

JEFF GRONAU
Project Foreman

TECHNICAL EXPERTISE

- Excavation and Grading
- Excavation, Handling, Transportation and Disposal of Impacted Soil
- Removal of USTs
- (Underground Storage Tanks)
- Hardscape Demolition
- Dismantling/ Decontamination
- Remediation System Installations (VES and GWTS)
- Methane Barrier Installation

SPECIALIZED TRAINING

- 40-Hour OSHA Health and Safety Training (29 CFR 1910.120)
- Annual 8-Hour OSHA Health and Safety Refresher
- 8-Hour OSHA Supervisor Training (29 CFR 1910.120)
- OSHA Competent Person Training

OVERALL CAPABILITIES

- Site Foreman
- Heavy Equipment Operator
- Health and Safety
- Soil Remediation
- Site Restoration

PROFESSIONAL SUMMARY

Mr. Gronau has over thirty (30) years of general construction experience and more recent, environmental construction experience on high profile soil remediation projects. Mr. Gronau has participated in the remediation and cleanup of several impacted properties for the Los Angeles Unified School District. Other recent activities have involved construction of soil vapor extraction systems; methane barrier installation; demolition activities; and UST removal projects. Mr. Gronau is also an accomplished heavy equipment operator ranging from rubber-tired backhoes, excavators, and loaders. Mr. Gronau brings a broad set of skills to his project Foreman assignment including:

- Impacted Soil Removal (Excavation, Bucket Auger, and Slide Rail Systems)
- Surgical Excavation Methodologies
- Transportation and Disposal (non-haz, non-RCRA, RCRA)
- Removal of Underground Storage Tanks
- Decontamination and Decommissioning
- Groundwater and Soil Remediation System installations
- Demolition
- Methane Barrier Installation
- Landfill Gas Collection System Construction

PROJECT EXPERIENCE

Project Foreman, Los Angeles Unified School District – Los Angeles, CA
Site Foreman for a LAUSD project involving the surgical excavation at varying depths associated with over 100 former residential properties and 7,000 tons of impacted soil. Excavation activities involved a strict "No" dust policy and no tracking of impacted soil. All excavation, stockpiling, shuttle routes, and loading areas were covered with visqueen sheeting to eliminate any potential for cross contamination. Soil classification ranged from non-haz, non-RCRA, and RCRA for heavy metals and OCPs. All work was completed under the oversight of the Department of Toxic Substances Control (DTSC).

Project Foreman, Former MGP – Santa Ana, CA
Site Project Foreman supporting the soil remediation activities conducted at former MGP, project site location in Santa Ana, California. Duties included assistance in surgical excavation of impacted soil (mass excavation and slot trenching methodologies), stockpiling and loading activities, transportation coordination and manifesting, importation of clean fill soil, and backfill and compaction. Site restoration activities included asphalt parking and access replacement, concrete repairs to driveway and sidewalk locations.

Project Foreman, AMB Properties - Hawthorne, CA
Site Foreman for the loading, transportation and disposal of 6,000 tons of hydrocarbon impacted soil generated from site excavation and mass grading activities. Soil removal activities required coordination with multiple subcontractors within a congested project site that was actively being redeveloped into a new 400,000 square foot distribution center.

Project Foreman, Landfill Gas Recovery System – Newport Beach, CA
Site Foreman for the installation of approximately 15, 000 feet of underground HDPE piping at a former landfill for the recovery of methane and H2S gas. The system included installation of condensate recovery wells and vaults and installation of blowers, carbon adsorption vessels, instrumentation and control system. Project involved trenching through open space as well as a condominium complex and parking areas with sensitive residential interaction.

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JOHN FARMER
Director of Ex-Situ Remediation

REGISTRATIONS AND EDUCATION

- A.S., Environmental & Botany, Bakersfield College

TECHNICAL EXPERTISE

- Oilfield Production and Refinery Closure Activities
- Excavation, handling and treatment/disposal of large volumes of soil
- Decontamination Activities (OSHA, RCRA, TSCA, API, NRC)
- Industrial and Manufacturing Decontamination and Dismantling Services
- Waste evaluation, Classification and Wastestream profiling
- Development of Project Related Work Plans (Asbestos, Decon, Demolition, Radiological, SWPPP, HSP)
- Transportation and Disposal Services
- Permitting and Regulatory Agency Interface
- Waste Minimization and Alternative Technologies

SPECIALIZED TRAINING

- 40-Hour OSHA Health and Safety Training (29 CFR 1910.120)
- Annual 8-Hour OSHA Health and Safety Refresher
- 8-Hour OSHA Supervisor Training (29 CFR 1910.120)
- 40 Hour Lead Related Construction Supervisor
- and Project Monitoring
- Cal-OSHA Trenching/Excavation Certified Competent Person
- CPR and Standard First Aid Training

OVERALL CAPABILITIES

- Project Management
- Site Supervisor
- QA/QC
- Cost Estimating & Proposal Development
- Project Cost Tracking and Scheduling
- Health and Safety Training
- Soil Remediation
- Feasibility Study

PROFESSIONAL SUMMARY

John Farmer has over 23 years of demolition, remediation, construction & project management and waste disposal experience. HIs experience also includes health & safety development and implementation, chemical evaluation and labpacking; decontamination activities; tank and pipeline cleaning and shoring system design.

He has managed projects ranging from soil remediation involving PCB, TPH &VOCs, MGP, Pesticides, NORM and Heavy Metals as well as projects that have involved underground storage tank closure, process decontamination and waste classification activities, oilfield abandonment activities and demolition and site restoration projects.

PROJECT EXPERIENCE

Inhouse Project Manager, Former Raytheon Aerospace, Newport Beach, California
Overall Project Manager for the complete demolition of a 3-story 90,000 square foot R&D building and the subsequent excavation of 54,000 tons of volatile organic compound and hydrocarbon impacted soil. The structure was formerly used as a research, development, and assembly area for aerospace components. The demolition and soil excavation activities were conducted in order to make way for a new parking structure to be constructed to handle overflow parking at a Southern California hospital campus. In addition to the demolition and excavation activities, Assisted in the planning and coordination of the removal and installation of all new utilities servicing existing and new onsite structures. Utility installation involved electrical, sewer, fire and domestic water, gas, and telecommunication lines. Temporary shoring (soldier pile and plate) was also installed for support of the electrical service until such time that the service could be taken offline. The large diameter augering and installation of elevator shafts were also completed. Mr. Farmer interfaced with the General Contractor and Owner representatives on soil management, manifesting, recycling, invoicing and closure documentation.

Inhouse Project Manager, Former MGP Site, Santa Ana, California
Inhouse Project Manager for the remediation of a former MGP facility located in Santa Ana, California. Work involved the surgical excavation of impacted soil within and operating business. IC5 personnel accommodated the business and it's customers while performing the soil remediation activities. Soil removal and disposal included both non-hazardous and Non-RCRA waste. Excavation techniques included both standard excavation and slot trenching. Backfill activities included the use of sand slurry and imported fill material. All excavation areas were backfilled and compacted to the meet the requirement of the Owner and the City of Santa Ana's Grading Permit. Upon completion of the backfill activities, the site received new asphalt pavement and stripping.

Inhouse Project Manager, Former MGP Site, Santa Ana, California
Inhouse Project Manager for the remediation of a former MGP facility located in Santa Ana, California. Work involved the surgical excavation of impacted soil within and operating business. ICS personnel accommodated the business and it's customers while performing the soil remediation activities. Soil removal and disposal included both non-hazardous and Non-RCRA waste. Excavation techniques included both standard excavation and slot trenching. Backfill activities included the use of sand slurry and imported fill material. All excavation areas were backfilled and compacted to the meet the requirement of the Owner and the City of Santa Ana's Grading Permit. Upon completion of the backfill activities, the site received new asphalt pavement and stripping.

Boeing PacifiCenter Phase 1B Project, Long Beach, California
Inhouse environmental manager for the Abatement and Demolition of the former Boeing C1 facility located in Long Beach, California. The site was formerly used in the manufacturing and assembly of the Boeing 717 commercial airliner. The project has consisted of asbestos abatement of several million square feet of asbestos containing siding and other ACM materials, removal of universal waste associated with approximately 50 building locations and over 3 million square feet of space, decontamination of various chemical processing areas, and the complete above grade and below grade demolition of the site structures, slabs and foundations. Underground utilities servicing the former plant will be removed and mass grading of the site will be conducted. An estimated 300,000 tons of concrete will be recycled into a crushed aggregate base material to be used for backfill as well as other future site developments. Supplemental work included the excavation of TPH, Metals, VOC and PCB impacted soils and subsequent backfill and compaction.

Decontamination/Demolition Service, Akzo-Nobel, Vernon, California
Assisted in the contracting to perform and managing of the complete decontamination and decommissioning of the former Akzo-Nobel "Filtrol" processing facility located in Vernon, California. The Filtrol facility was established to manufacture clay absorbents and fluid cracking catalyst for the petroleum refining industry. Other manufacturing processes were established at the facility, which were addressed during the decommissioning and demolition (D&D) of this site. The D&D services included the decontamination of 123 aboveground storage tanks and associated conveyance piping systems; radiological (NORM) decontamination of various building structures and process equipment in addition to containerization and the coordination of radiologically impacted materials for off-site transportation and disposal. Once the facility was free of NORM contamination, coordinated the complete demolition of all structures at the site. This encompassed demolishing 7.1 acres of process and warehouse building structures, 80' foot high storage silos, massive underground vaults and hardscape surfacing in which 40,000 tons of concrete/AC were recycled on-site.

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INNOVATIVE CONSTRUCTION SOLUTIONS
RELEVANT PROJECT REFERENCES

1. LAUSD SRHS #9

   Ed Speake, LAUSD: 323-775-6155

2. LAUSD CRES #20

   Ron Cavagrotti, LAUSD: 310-670-9221

3. SBCUSD, Middle College High and Frank Dominguez Elementary School

   Adam Sinner, SBCUSD: 909-388-6100

4. Honeywell Site Remediation, El Segundo

   Terry Feng, PhD., CH2M Hill: 925-964-1658

innovativeconstructionsolutions

Client#: 22600

INNOCONS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2014

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 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
Barney & Barney
101 Enterprise, Ste 330
CA License #0H18131
Aliso Viejo, CA 92656

CONTACT NAME: Nicole Crudup
PHONE (A/C, No, Ext): 949 900-1780 FAX (A/C, No): (949) 643-3719
E-MAIL ADDRESS:

INSURED
Innovative Construction Solutions (ICS)
4011 W. Chandler Ave.
Santa Ana, CA 92704

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Insurance C	13604
INSURER B : Federal Insurance Company	20281
INSURER C : Golden Eagle Insurance Company	10836
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contr.Poll Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			SLSLEIL72032714	05/27/2014	05/27/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BA8954820	05/27/2014	05/27/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SLSLXNV73024314	05/27/2014	05/27/2015	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0044727770	05/27/2014	05/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liab Claims Made Form			SLSLEIL72032714	05/27/2014	05/27/2015	$1,000,000- Each Claim $2,000,000- Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

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

Nicole Crudup

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LETN

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 17, 2014

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:

APPROVAL OF AN EMERGENCY LOAN TO THE SUCCESSOR AGENCY FROM THE CITY OF HUNTINGTON PARK FOR THE PAYMENT OF THE YIELD REDUCTION PENALTY/ARBITRAGE REBATE PAYMENT TO THE INTERNAL REVENUE SERVICE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an emergency loan to the Successor Agency from the City of Huntington Park in the amount of approximately $3.4 million for the yield reduction penalty/arbitrage rebate payment to the Internal Revenue Service (the IRS); and

2. Authorize the City Manager to execute the agreement.

BACKGROUND

The City in the 2004 Bonds purchased an escrow at a yield substantially higher than the yield on the original 1994 Bonds thereby generating a substantial yield reduction penalty of approximately $5.5 million which must be rebated to the IRS. Initially, the Successor Agency was expectant that the yield reduction penalty to the IRS could be offset by savings from the refinancings of the 2004 Bonds and the 2007 Lease Revenue Bonds (the "Refunding Bonds"); however, the Department of Finance (DOF) was not receptive to the Successor Agency's request to refund the yield reduction penalty as a component of the Refunding Bonds. As a consequence upon the refinance of the 2004 Bonds, the Rebate Payment to the IRS is due within 60 days of such refinancing.

A payment of the full amount is due immediately with the total amount due within 60 days of issuance of the Refunding Bonds. It was contemplated that a the penalty would be made with a portion of sale proceeds of the Southland Steel property and other Successor Agency real estate assets, the timing on the Southland Steel transaction does not align with IRS payment requirements.

As such, staff recommends that the City provide a loan to the Successor Agency with such loan repaid to the City upon closing of the Southland Steel transaction.

FISCAL IMPACT/FINANCING

The Yield reduction penalty to the IRS is **mandatory**.

The $3.4 million represents a designated portion of the City's general fund balance and a drawdown to make the Yield reduction penalty is expected to be a short-term loan. Should the Southland Steel property not close, then the City's fund balance will be reduced to $6.6 million. This amount barely sufficient to cover working capital requirements. This loan will be placed on the FY 14-15B ROPS. We anticipate that the DOF will approve the emergency loan as a result of last week's meeting.

REQUIRED APPROVALS AND AUTHORIZATIONS

In order to carry out this obligation, certain authorizations and approvals are necessary:

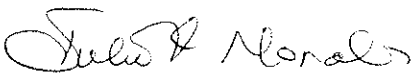
1. Approval of a Loan Agreement between the City as lender and the Successor Agency as the borrower for purposes of extinguishing the yield reduction penalty.

2. Authorize the City Manager to execute the agreement and ensure that the transaction is reflected timely in the financial records of the Successor Agency and City.

CONCLUSION

Staff recommends that the City Council approve the emergency loan to the Successor Agency for the purpose set forth in this resolution.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

Attachments
A: Loan Agreement between the City of Huntington Park and the Successor Agency
B: Resolution

ATTACHMENT “A”

2014

CITY OF HUNTINGTON PARK

-and-

CITY OF HUNTINGTON PARK AS
SUCCESSOR AGENCY TO THE
FORMER HUNTINGTON PARK COMMUNITY
DEVELOPMENT COMMISSION

SUCCESSOR AGENCY LOAN AGREEMENT
No. _____(ROPS-14-15B)
(NOT TO EXCEED: $3,400,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. _____ (the "Loan Agreement") is dated as of _____ __, 2014 by and between the City of Huntington Park, a municipal corporation (the "City") and the City of Huntington Park, as successor agency to the former Huntington Park Community Development Commission, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law.

2. The former Huntington Park Community Development Commission (the governing board of the Huntington Park Redevelopment Agency) undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law and the former Huntington Park Community Development Commission entered into certain contracts, expended public funds, incurred indebtedness and assumed certain obligations and liabilities with third parties in reliance upon applicable State and federal law in order to eliminate and prevent the spread of blight and to enhance and preserve the supply of affordable housing within the City.

3. The State of California (the "State") has ordered the former Huntington Park Community Development Commission to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law."

4. The City as Successor Agency to the former Huntington Park Community Development Commission ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law including the repayment of existing obligations, the marshaling of cash assets, non-cash assets and liabilities and the preparation of land assets for disposition and sale to third parties (including without limitation so-call "Land Held for Resale") of the former Huntington Park Community Development Commission subject to the payment of enforceable obligations of the former Huntington Park Community Development Commission under applicable State and federal law, and such implementation of the State Redevelopment Dissolution Law has included, the preparation and submission to the State by the Successor Agency of a recognized obligation payment schedule for the period of January 1, 2015 to June 30, 2015, ("ROPS-14-15B") as provided under Health and Safety Code Section 34177.

5. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

6. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the Successor Agency may comply with the State Redevelopment Dissolution Law and pay to the United States Treasury a certain arbitrage rebate liability in the amount of $3,400,000 as an Enforceable Obligation of the Successor Agency as set forth in Line Item No. 27 of ROPS-14-15A and Line Item No. 27 of ROPS-14-15B.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The City and the Successor Agency each acknowledge receipt from the staff of the Successor Agency a draft document entitled "ROPS-14-15B Emergency Loan" (Arbitrage Rebate Liability. A copy of the draft "ROPS-14-15B" document will be been delivered by the Successor Agency to the members of the Oversight Board. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence an enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its prior obligations under the State Redevelopment Dissolution Law and other applicable

State and federal law including the obligation of the Successor Agency to pay the United States Treasury the arbitrage rebate liability amount as due.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed Three Million Four Hundred Thousand Dollars ($3,400,000) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, and the concurrence of the State Department of Finance ("State DOF"), the City shall make the proceeds of the Loan available to the Successor Agency in one or more disbursements subject to annual appropriation from legally available funds of the City upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4 of this Loan Agreement.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> to pay the United States Treasury Department the sum not to exceed $3,400,000, in one or more installments, as may be approved by the Internal Revenue Service as an arbitrage rebate payment.

SECTION 4. **Source of Repayment of the Loan: Limited Subordination**.

(A) Except as provided in paragraph (B), the outstanding balance of the Loan as disbursed by the City to the Successor Agency shall be repaid by the Successor Agency to the City on par with any other enforceable obligation of the Successor Agency falling within Health and Safety Code Section 34183(a)(2)(C) (indebtedness not qualifying as tax allocation bonds and certain revenue bonds) from Redevelopment Property Tax Trust Fund amounts remitted to the Successor Agency by the Los Angeles County Auditor-Controller.

(B) Any portion of the unpaid principal balance of the Loan shall also be repaid by the Successor Agency from time-to-time from other revenues available to the Successor Agency, including from the cash proceeds of the disposition of land held for resale realized by the Successor Agency upon sale to third persons, including the "Southland Street Property" as referenced in the Long Range Asset Management Plan of the Successor Agency, net of the actual and reasonable expenses of such disposition of land held for resale to third persons. Payments of the Loan, if any, under this paragraph (B) shall augment and supplement the required payments described in paragraph (A).

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS-14-15-B**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS-14-

15-B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Huntington Park Community Development Commission, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of _____.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Huntington Park and Successor Agency Loan Agreement No. _____: Not-to-Exceed $3,500,000 (ROPS-__: _____ – _____]

CITY:

City of Huntington Park, a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
Interim Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Huntington Park as Successor Agency to the former Huntington Park Community Development Commission, a public body corporate and politic

By: _____
Executive Director

ATTEST:

By: _____
Interim Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT “B”

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE SUCCESSOR AGENCY TO THE FORMER HUNTINGTON PARK COMMUNITY DEVELOPMENT COMMISSION (SUCCESSOR AGENCY LOAN AGREEMENT ARBITRAGE REBATE PAYMENT: ROPS-14-15B)

WHEREAS, the City of Huntington Park (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law; and

WHEREAS, the former Huntington Park Community Development Commission undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law and the former Huntington Park Community Development Commission entered into certain contracts, expended public funds, incurred indebtedness and assumed certain obligations and liabilities with third parties in reliance upon applicable State and federal law in order to eliminate and prevent the spread of blight and to enhance and preserve the supply of affordable housing within the City; and

WHEREAS, the State of California (the "State") has ordered the former Huntington Park Community Development Commission to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, the City as Successor Agency to the former Huntington Park Community Development Commission ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law including the repayment of existing obligations, the marshaling of cash assets, non-cash assets and liabilities and the preparation of land assets for disposition and sale to third parties (including without limitation so-call "Land Held for Resale" and the Southland Street Property in particular) of the former Huntington Park Community Development Commission subject to the payment of enforceable obligations of the former Huntington Park Community Development Commission under applicable State and federal law, and such implementation of the State Redevelopment Dissolution Law has included, the preparation and submission to the State by the Successor Agency of a recognized obligation payment schedule for the period of January 1, 2015 to June 30, 2015, ("ROPS-14-15B") as provided under Health and Safety Code Section 34177; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs,

enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into a Loan Agreement (Arbitrage Rebate), as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution Law and United States tax laws and fund the enforceable obligation as required hereunder.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE, PASS, AND APPROVE AS FOLLOWS:

SECTION 1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves the Loan Agreement (Arbitrage Rebate) between the City of Huntington Park and the Successor Agency to the former Huntington Park Community Development Commission, attached to this Resolution as Exhibit A. The City Manager is hereby authorized and directed to cause the Loan Agreement (Arbitrage Rebate) to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Huntington Park at its regular meeting on this ____ of _____, 2014.

_____
Rosa E. Perez,
Mayor of the City of Huntington Park

ATTEST:

_____
Yesenia Gomez
Acting Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF HUNTINGTON PARK)

I, Yesenia Gomez, Acting Deputy City Clerk of the City of Huntington Park, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the City Clerk at a meeting of said City held on this _____ day of _____ 2014, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Yesenia Gomez,
Acting Deputy City Clerk

CITY OF HUNTINGTON PARK

City Council Agenda Report

September 17, 2014

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

Dear Members of the Council of the City of Huntington Park:

RESOLUTION OF THE CITY COUNCIL TO RECORD A DEED OF TRUST FOR THE PROPERTY LOCATED AT 6538 MILES AVENUE TO BE PLEDGED AS COLLATERAL FOR A $800,000 LOAN THE CITY RECEIVED FROM THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL TO REMEDIATE THE PROPERTY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a resolution of the City Council to record a deed of trust for the Police Annex Building located at 6538 Miles Avenue to be pledged as collateral for an $800,000 loan from the Department of Toxic Substances Control.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 3, 2014, the City Council authorized the City to apply for a loan in an amount of $800,000 under the Brownfields Revolving Loan Fund Program offered by the Department of Toxic Substances Control (DTSC). In addition to the $800,000 loan, DTSC will also provide a $200,000 grant. The loan and grant will be used to remediate contamination in the soil, soil vapor and groundwater currently present at the Southland Steel property.

The DTSC loan requires that the Successor Agency to execute a Deed of Trust to be recorded as collateral in the subject property concurrently with the completion of the cleanup. At the August 26, 2014 City Council meeting, staff recommended that the City Council pledge the Southland Steel Property, located at 5959-6159 South Alameda Street, as collateral for this loan – subject to Department of Finance (DOF) approval.

Last week, staff met with the DOF in Sacramento to discuss a number of issues, including the pledge as collateral of the Southland Steel Property. Since the Southland Steel property is an asset of the Successor Agency and the DTSC loan is a liability of the City of Huntington Park, the DOF indicated that it would not allow the deed of trust on the Southland Steel property to serve as a collateral for loan.

Consequently, the City is required find an unencumbered asset to pledge as collateral for this loan. The former Police Annex Building is an essential asset owned by the City (as opposed to the Successor Agency). An appraised value for the 15,272 sq. ft. building is not currently available; however, the building which is currently vacant, is expected to have more than the required loan value (estimated replacement costs @ $125 per sq. ft. = $1,880,835). Therefore, staff expects that the DTSC will accept the property located at 6538 Miles Avenue as an alternative asset pledge.

FISCAL IMPACT/FINANCING

There is no impact to the City's general fund. The building is owned free and clear by the City and is currently vacant. The $800,000 DTSC loan will be paid from proceeds from the sale of the Southland Steel property, which is expected to be sold once the property is cleaned-up in the next few months.

CONCLUSION

Upon approval of the resolution and the DTSC, the City will prepare and execute the deed of trust in a form approved by legal counsel.

The prior resolution adopted on August 26, 2014 will be adjusted to reflect the City (as opposed to the Successor Agency) and the substitution of pledged assets.

Respectfully submitted,

JULIO MORALES
Interim City Manager

Attachment A - Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AUTHORIZING THE RECORDATION OF A DEED OF TRUST IN FAVOR OF THE STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL AS COLLATERAL FOR A $800,000 SITE CLEAN-UP LOAN FOR THE PROPERTY LOCATED AT 6538 MILES AVENUE AND CERTAIN OTHER ACTIONS RELATING TO THE PREPARATION OF DISPOSITION OF SUCH PROPERTY PURSUANT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, the City Council of the City of Huntington Park (the "City Council") has previously taken certain actions with respect to the disposition of the real property located at 6538 Miles Avenue, Huntington Park, California (the "Property") in accordance with the Long Range Property Management Plan; and

WHEREAS, the disposition of the Property by the City Council is subject to compliance with the applicable provisions of a certain agreement entitled "Standard Agreement for Participation Under California Land Reuse and Revitalization Act (CLRRA) Program Agreement Number HAS-A-05/06-029" dated October 31, 2006 (the "Clean-Up Agreement"), by and between the State of California Department of Toxic Substances Control ("State DTSC") and the City Council of the City of Huntington Park; and

WHEREAS, the City of Huntington Park (the "City") has entered into the loan agreement entitled "Broomfields Loan Agreement No. BRLF-002-2014", as authorized by the City Council in March 2014, (the "State DTSC Clean-Up Loan Agreement") pursuant to which the City has obtained a loan in the principal amount of $800,000 (the "State DTSC Loan") which the City shall use and apply to pay for a portion of the cost of environmental response and clean-up of the Property, subject to certain conditions; and

WHEREAS, a condition of the disbursement of the proceeds of the State DTSC Loan to the City, the City shall cause a deed of trust securing the repayment of the State DTSC Loan to be recorded on the Property located at 6538 Miles Avenue; and

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, AS FOLLOWS:

SECTION 1. The purpose of this Resolution of the City Council is to satisfy the provisions of Paragraph 10 of the State DTSC Loan Agreement and authorize the recordation of a deed of trust encumbering the Property as collateral in favor of State DTSC for the repayment of the State DTSC Loan.

SECTION 2. The City Council hereby authorizes and directs the Interim City Manager to execute a deed of trust in favor of State DTSC, or its order, in a form reasonably acceptable to State DTSC which pledges the Property as security for the repayment of the State DTSC Loan, subject to the satisfaction of the other conditions of this Resolution.

SECTION 3. The City Council shall apply proceeds of the State DTSC Loan, and such other funds as the City may make available for the environmental clean-up of the Property, including without limitation the proceeds of USEPA grants and State DTSC grants to pay for the costs of the environmental response and clean-up of the Property under the terms and conditions of the Clean-Up Agreement. The Interim City Manager is hereby authorized and directed to execute a State DTSC Loan implementation agreement by the City in a form acceptable to the City for the expenditure of the proceeds of the State DTSC Loan by the City together with other legally available funds of the City, to pay for a portion the costs of the environmental clean-up of the Property. The final form of such State DTSC Loan implementation agreement shall be subject to the review and approval of the Oversight Board.

SECTION 4. The execution and recordation of the deed of trust encumbering the Property by the City Council as referred in Section 2 of this Resolution shall be subject to the review and approval of the Oversight Board.

SECTION 5. Except for the work of environmental investigation and testing, no other work of environmental response or clean-up on the Property shall be paid for using the proceeds of the State DTSC Loan until such time as the State Department of Finance has:

(i) affirmed the action of the Oversight Board authorizing the recordation of the deed of trust against the Property as described in Section 2 of this Resolution and (ii) affirmed the State DTSC loan implementation agreement by the City as referred in Section 3 of this Resolution.

SECTION 6. This Resolution shall take effect upon its adoption. The City Council shall deliver a copy of the Resolution to the Oversight Board for its review and consideration.

PASSED AND ADOPTED by the City Council of the City of Huntington Park at a meeting held this **17th day of September, 2014**, by the following vote to wit:

ATTEST:	CITY COUNCIL
_____	_____
Donna Schwartz, Interim City Clerk	Rosa Perez, Mayor