CITY OF LAWNDALE
AGENDA OF THE LAWNDALE
CITY COUNCIL REGULAR MEETING
CABLE USAGE CORPORATION
REGULAR MEETING

Monday, March 16, 2026, 6:30 PM
Council Chambers
14717 Burin Ave
Lawndale, CA 90260

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a Public Meeting Speaker Card and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

How to observe the Meeting:
To maximize public safety while maintaining transparency and public access, members of the public may now attend the meeting in person. The meeting will also continue to be available for viewing on YouTube "Lawndale CityTV", the City TV Website, and Lawndale Community Cable Television on Spectrum and Frontier Channel 3.

Copies of this agenda are available prior to the meeting in the Lawndale City Hall foyer or on the City website. Interested parties may contact the City Clerk's Department at (310) 973-3213 for clarification regarding any individual agenda item."

This Agenda is subject to revision up to 72 hours before the meeting.

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

1. **Los Angeles County Sheriff's Department Update**

D. PRESENTATIONS

2. **Presentation to Los Angeles County Sheriff's Department Deputy Cristian Morales for His Service**

   — Presentation of city plaque to Los Angeles County Sheriff's Department Deputy Cristian Morales in recognition of his service to the City of Lawndale.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items G.3. through H.8. will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

3. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

   — Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

4. **Accounts Payable Register**

— Recommendation: Staff recommends that City Council adopts Resolution No. CC-2603-006 authorizing the payment of certain claims and demands in the amount of $939,227.52

5. **Minutes of the Lawndale City Council Regular Meeting - March 2, 2026**

— Recommendation: that the City Council approve the minutes.

6. **Approval of a First Amendment to the Agreement with Parking Concepts, dba Transportation Concepts, for the Operation of the Lawndale Beat Fixed Route Transportation System**

— Staff recommend that the City Council approve the first Amendment to the Contract Services Agreement with Transportation Concepts for the operation of the Lawndale Beat for one (1) year, with one (1) additional extension remaining, increasing the maximum contract amount by $860,100, for a new total of $3,257,500 (Attachment C).

H. CONSENT CALENDAR

CABLE USAGE CORPORATION

7. **Minutes of the Lawndale Cable Usage Corporation Special Meeting - June 28, 2021**

— Recommendation: that the Board of Directors approve the minutes.

8. **Minutes of the Lawndale Cable Usage Corporation Special Meeting - June 21, 2022**

— Recommendation: that the Board of Directors approve the minutes.

I. ADMINISTRATION

CABLE USAGE CORPORATION

9. **City Council Chamber TV Production Technology System Upgrades**

— Recommendation: that the City Council 1.) Approve an agreement with Western Audio Visual in a form approved by the City Attorney for contract sum amount of $274,247; and 2.) Authorize the Director of Finance/City Treasurer to appropriate an additional $8,000 from account number 217-170-550.400 and $29,247 from 100-170-550.400 to cover the service and maintenance costs and a 10% contingency, to complete this project.

J. ADMINISTRATION

CITY COUNCIL

10. **Approve First Amendment to Franchise Agreement with Republic Services to Add Martin Luther King Jr. Day as a Recognized Service Holiday**

— Recommendation: that the City Council approve the amendment to the Franchise Agreement with Republic Services to formally designate Martin Luther King Jr. Day as a recognized service holiday; see attachment A.

11. **Award of CDBG Project 602719-24 Various Locations ADA Sidewalk and Access Ramps**

— Recommendation: that the City Council 1.) Award the construction contract to CJ Concrete Construction, Inc., in the amount of $137,543.00; 2.) Approve the construction Contingency of $70,000.00; 3.) Approve the CDBG Consultant costs of $30,000.00 for Administrative and Labor Compliance costs; 4.) Determine that the recommended action is categorically exempt from CEQA Guideline Section 15061(b)(3); and 5.) Authorize the City Manager to file a Notice of Project Completion with the Los Angeles County following the completion of the project.

K. CITY MANAGER REPORT

L. ITEMS FROM CITY COUNCILMEMBERS

12. Report of Attendance at Meetings

M. CLOSED SESSION

13. Public Employee Appointment

— The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.

14. Conference with Legal Counsel – Potential Litigation

— The City Council will conduct a closed session pursuant to Government Code Section 54956.9(d)(2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff: one (1) case.

N. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, April 6, 2026, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on Monday, March 16, 2026, was posted no less than 72 hours prior to the meeting.

/s/ Yvette Palomo
Yvette Palomo, Assistant City Clerk

Date Posted: March 12, 2026

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 16, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Los Angeles County Sheriff's Department Update**

No supporting documentation was forwarded to the City Clerk Department for this item.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	March 16, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Diane Parsley, Executive Assistant
SUBJECT:	**Presentation to Los Angeles County Sheriff's Department Deputy Cristian Morales for His Service**

BACKGROUND

Presentation of City plaque to Los Angeles County Sheriff's Department Deputy Cristian Morales in recognition of his service to the City of Lawndale.

Attachments

2026.03.16_Attahment A_Deputy Cristian Morales Outgoing Service.pdf

ATTACHMENT A

Presentation

March 16, 2026

City Council Meeting

Deputy Cristian Morales
Los Angeles County Sheriff's Department

Service Recognition

- South Los Angeles Station
  Patrol Deputy: April 28, 2020 – March 1, 2026

- Lawndale Sheriff's Service Center
  Motor Officer: February 3, 2023 – March 1, 2026

- He will be transferring to Norwalk Sheriff Station

Deputy Morales faithfully served the community of Lawndale, beginning in July of 2021 when he was assigned as a Patrol Deputy at the South Los Angeles Station.

In February of 2023, Deputy Morales was assigned as the Motor Deputy for the City of Lawndale and continued in that assignment up to his last day on March 1, 2026, before heading to the Norwalk Sheriff Station.

I'd like to take this time to thank Deputy Morales, on behalf of the Lawndale City Council, for his exceptional service to our community and residents and wish him all the best in his newest assignment.

Presented To

Deputy Cristian Morales

Los Angeles County Sheriff's Department

South Los Angeles Station

Patrol Deputy - April 28, 2020 to March 1, 2026

Lawndale Sheriff's Service Center

Motor Officer - February 3, 2023 to March 1, 2026

CITY LOGO HERE

In Recognition of your Dedication and
Service to the City of Lawndale

~ ~ ~

Presented by the Lawndale City Council
March 16, 2026

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE:	March 16, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 16, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **Accounts Payable Register**

RECOMMENDATION:

Staff recommends that City Council adopts Resolution No. CC-2603-006 authorizing the payment of certain claims and demands in the amount of $939,227.52.

Attachments

A. CC-2603-006 - AP Resolution - Mar. 16, 2026.pdf

ATTACHMENT A

RESOLUTION NO. CC-2603-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $939,227.52

THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the claims and demands paid by check numbers 208818 through 208873 for the aggregate total of $939,227.52 are hereby authorized.

Effective Date: March 16th, 2026

Approved by:

_____

Hrant Manuelian, Director of Finance

_____

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 16th day of March 2026.

_____

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2603-006 at a regular meeting of said Council held on the 16th day of March 2026, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Bernadette Suarez					
Pat Kearney					
Francisco M. Talavera					

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

	Check Number		
Check Date	Beginning	Ending	Aggregate Total
2/26/2026	208818	208834	27,133.71
3/5/2026	208835	208873	912,093.81
	Total Checks		**$ 939,227.52**

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
	Total ACH Payments		**0.00**

Total Audited Claims and Demands Paid	**939,227.52**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 02/25/2026
Time: 4:27 pm

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
208818	02/26/2026	Printed		8357	4LEAF INC.	CDD PERMIT TECHNICIAN SVCS -	8,820.00
208819	02/26/2026	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,126.25
208820	02/26/2026	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	998.04
208821	02/26/2026	Printed		2891	ASCAP	ANNUAL LICENSING FEES -	458.00
208822	02/26/2026	Printed		0372C	AT & T	PHONE CHARGES	1,138.71
208823	02/26/2026	Printed		8319	C&S GARDEN CENTER	PLANTS & MATERIALS -	572.39
208824	02/26/2026	Printed		8210	DATA CENTER WAREHOUSE LLC	2 HP PRINTERS - 1 (PWD)+	4,973.06
208825	02/26/2026	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES MARTIAL ARTS	2,264.00
208826	02/26/2026	Printed		0308	LOS ANGELES COUNTY	HEARING OFFICER FEES -	140.00
208827	02/26/2026	Printed		2045	MMASC	MEMBERSHIP - GRACE HUIZAR	125.00
208828	02/26/2026	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES - CC	807.03
208829	02/26/2026	Printed		8019	OPUS VENTURE LLC	INSTRUCTOR FEES-SENIOR FITNESS	2,053.75
208830	02/26/2026	Printed		8518	PACIFIC TIRE OF LAWNDALE	TIRE REPAIR VEH#503 - PWD	160.00
208831	02/26/2026	Printed		8721	GEORGE PEREZ	PLANNING DEPOSIT REFUND	1,455.12
208832	02/26/2026	Printed		7047	PRECISION AUTO CARE, INC	OIL CHANGE - VEH# 529 - MSD	104.02
208833	02/26/2026	Printed		7827	SA ASSOCIATES	CONSTRUCTION INSPECTION SVCS -	1,702.00
208834	02/26/2026	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	236.34
			Total Checks: 17			**Checks Total (excluding void checks):**	**27,133.71**
			Total Payments: 17			**Bank Total (excluding void checks):**	**27,133.71**
			Total Payments: 17			**Grand Total (excluding void checks):**	**27,133.71**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 03/04/2026
Time: 5:11 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
208835	03/05/2026	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,884.06
208836	03/05/2026	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	507.57
208837	03/05/2026	Printed		8728	JESUS BARRAZA	PLANNING DEPOSIT REFUND	887.13
208838	03/05/2026	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,999.92
208839	03/05/2026	Printed		7836	BUCKNAM INFRASTRUCTURE GROUP	PAVEMENT MGMT - JAN. 2026	3,935.00
208840	03/05/2026	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JAN. 2026	60,804.82
208841	03/05/2026	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	690.00
208842	03/05/2026	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,032.61
208843	03/05/2026	Printed		6244	DATA TICKET, INC	FIREWORK CITATION REFUNDS	5,000.00
208844	03/05/2026	Printed		8108	EVERBRIDGE, INC	CITYWIDE EMERGENCY	12,458.03
208845	03/05/2026	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	280.49
208846	03/05/2026	Printed		8725	PEDRO GONZALEZ	MCKENZIE GARDEN DEPOSIT REFUND	25.00
208847	03/05/2026	Printed		8724	KATHERINE HEASTON	MCKENZIE GARDEN DEPOSIT REFUND	25.00
208848	03/05/2026	Printed		6051	INFANTE BROS LAWNMOWER SHOP	REPAIR & REPLACE STARTER	85.72
208849	03/05/2026	Printed		7801	IGNATIUS LIN	PLANNING COMMISSION STIPEND	50.00
208850	03/05/2026	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	661,420.15
208851	03/05/2026	Printed		1826	LUCKY'S GLASS, INC.	REPLACED WINDOW @ CITY HALL	965.00
208852	03/05/2026	Printed		8078	HRANT MANUELIAN	TRAVEL/ MLEAGE REIMB. -	632.64
208853	03/05/2026	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE & STUMP REMOVALS(6) -	6,031.38
208854	03/05/2026	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
208855	03/05/2026	Printed		8286	MARVIN SERVICES INC	OIL & FILTER CHANGE - VEH#491-	126.29
208856	03/05/2026	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	6,137.50
208857	03/05/2026	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICE -	634.95
208858	03/05/2026	Printed		8518	PACIFIC TIRE OF LAWNDALE	1 NEW TIRE- VEH#522 - MSD	175.00
208859	03/05/2026	Printed		8723	MARIA ELENA PINEDA SUAZO	MCKENZIE GARDEN DEPOSIT REFUND	25.00
208860	03/05/2026	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
208861	03/05/2026	Printed		6123	PRUDENTIAL OVERALL SUPPLY	MONTHLY CHARGES - MATS	482.53
208862	03/05/2026	Printed		8727	QUEENSHIP ENTERPRISES	DANCE PERFORMANCE - SR. LUNCH	500.00
208863	03/05/2026	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,760.84
208864	03/05/2026	Printed		6896	SEQUEL CONTRACTORS INC	2023/24 ST. REHAB & 2024/25	104,265.83
208865	03/05/2026	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
208866	03/05/2026	Printed		6034	SOUTH COAST MECHANICAL LLC	HVAC REPAIR - CITY HALL	648.00
208867	03/05/2026	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	13,200.00
208868	03/05/2026	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	5,035.19
208869	03/05/2026	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	668.01
208870	03/05/2026	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	588.21
208871	03/05/2026	Printed		2883	UNDERGROUND SERVICE ALERT SC	MONTHLY MAINT. FEE	79.35
208872	03/05/2026	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	402.59
208873	03/05/2026	Printed		8726	DEMETRIA WILLIAMS	FACILITY DEPOSIT REFUND	500.00
			Total Checks: 39			**Checks Total (excluding void checks):**	**912,093.81**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
			Total Payments: 39			**Bank Total (excluding void checks):**	**912,093.81**
			Total Payments: 39			**Grand Total (excluding void checks):**	**912,093.81**

Council Meeting 3/16/2026
Details of US Bank Credit Card Charges & Petty Cash Expenses

Vendor# 3672-FIN

Date	Vendor	Description	Amount
1/26/2026	GIOA.US	2026 GIOA Registration fee for Hrant Manuelian	300.00
1/26/2026	CSMFO	CSMFO Membership fee for David Toledo	60.00
1/26/2026	The Dunes Palm Spring	Hotel deposit for David Toledo - CSMFO conference 2/24/26 - 2/26/26	308.01
Check Date 03/05/2026 Check# 208869			**$ 668.01**

Vendor# 3672-MSD

Date	Vendor	Description	Amount
1/22/2026	VCA Animal Hospital	Emergency exam for dog	180.10
1/25/2026	Amazon	Chair, Camera, Sealant, Markers, Hand Santizer for MSD staff	277.96
1/29/2026	Bellagio	Car wash for MSD Fleet Emp 1168 Veh # 529	6.00
2/5/2026	Bellagio	Car wash for MSD Fleet Emp 1309 Veh # 508	6.00
2/5/2026	Bellagio	Car wash for MSD Fleet Emp 1561 Veh# 520	6.00
2/12/2026	Starbucks	Coffee for Neighborhood watch meeting	22.00
2/11/2026	Costco	Snacks and Items for Neighborhood watch meeting	50.17
2/12/2026	Yum Yum Donuts	Donuts for Neighborhood watch meeting	39.98
Check Date 03/05/2026; Check# 208870			**$ 588.21**

Petty Cash

*No petty cash replenishment during this period.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE:	March 16, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant Yvette Palomo, Assistant City Clerk
SUBJECT:	**Minutes of the Lawndale City Council Regular Meeting - March 2, 2026**

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

Draft Minutes 3-2-26.pdf

ATTACHMENT A

DRAFT MINUTES
City Council Regular Meeting
March 2, 2026

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Sirley Cuevas, Councilmember Bernadette Suarez, Councilmember Pat Kearney, Councilmember Francisco M. Talavera

Other Participants: Interim City Manager Raylette Felton, City Attorney Gregory M. Murphy, Assistant City Clerk Yvette Palomo, Los Angeles County Sheriff's Department Lieutenant Ricky Osburn, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Luis (Lucho) Rodriguez, Community Development Director Peter Kann, Municipal Services Director Michael Reyes

B. CEREMONIALS (Flag Salute and Inspiration)

Councilmember Talavera led the flag salute. Pastor Dwight Dudley provided the inspiration.

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

Lieutenant Osburn summarized the recent law enforcement activities and invited the community to attend the Neighborhood Watch meeting on March 18, 2026.

2. Los Angeles County Fire Department Update

Assistant Fire Chief Kane summarized the recent Fire Department activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Gary Adams, Resident, commented on an incident that occurred during a Senior Luncheon.

Kaitlin Coulter, Library Manager, announced the library's upcoming events and commented that Los Angeles County has installed a Vote by Mail Ballot Drop Box in front of the library.

Andrew Blackney, Resident, commented on the closing times of Larry R. Rudolph Park.

E. COMMENTS FROM COUNCIL

Councilmember Kearney asked Interim City Manager Felton for an update regarding the incident that took place during the Senior Luncheon, and commented on park closure times.

Interim City Manager Felton responded that staff are reviewing the incident that occurred during the Senior Luncheon.

Community Services Director Minter commented that he would review the park's closure times.

Councilmember Talavera thanked everyone for attending tonight's meeting, commented that he was present during the incident at the Senior Luncheon, and thanked Community Services for promptly addressing the

DRAFT

situation.

Councilmember Suarez thanked everyone for attending tonight's meeting, and asked about the time-frame for addressing situations in which an individual feels unsafe.

Interim City Manager Felton responded that accommodations would be made for individuals.

Community Services Director Minter responded that there are multiple options available to accommodate seniors' needs.

Mayor Pro Tem Cuevas thanked everyone for attending tonight's meeting and thanked residents who provided public comments in person and submitted them electronically.

Mayor Pullen-Miles thanked everyone that made public comments.

F. CONSENT CALENDAR

Rosa Hernandez Morales, Resident, submitted an electronic public comment regarding agenda item F.4. Accounts Payable Register, regarding the City of Lawndale v. LA Investment case.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

3. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

— Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

4. Accounts Payable Register

— Recommendation: Staff recommends that City Council adopts Resolution No. CC-2603-003 authorizing the payment of certain claims and demands in the amount of $1,369,972.29.

5. Minutes of the Lawndale City Council Regular Meeting - February 2, 2026

— Recommendation: that the City Council approve the minutes.

6. Minutes of the Lawndale City Council Special Meeting - February 23, 2026

— Recommendation: that the City Council approve the minutes.

7. Consideration of Claim for Damage Against the City

— Recommendation: that the City Council reject the claim filed by Leslie Cisneros and instruct staff to process the appropriate correspondence to the claimant.

8. Beautification Committee Appointment for 2025-2027 Term

— Recommendation: that the City Council 1.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2603-005; and 2.) Adopt Resolution No. CC-2603-005 as amended.

DRAFT

9. Request for Approval of Professional Services Agreement for Executive Recruitment Services with Bob Murray & Associates

— Recommendation: that the City Council approve the Professional Services Agreement with Bob Murray & Associates for Executive Recruitment Services in an amount not to exceed $35,000 in a form approved by the City Attorney's Office.

G. PUBLIC HEARING

10. Public Hearing to Consider Republic Services Proposed 2026 Refuse Collection Rates and Adopt Resolution No. CC-2603-004 Establishing 2026 Refuse Collection Rates

— Recommendation: that the City Council 1.) Open the public hearing, receive testimony, and close the public hearing; and 2.) Adopt by title only Resolution No. CC-2603-004.

Public Works Senior Management Analyst Huizar presented the staff report.

Mayor Pullen-Miles announced that all written protests must be submitted by the closing of the public hearing.

In response to Mayor Pro Tem Cuevas; question, Assistant City Clerk Palomo responded that 169 protest ballots were received.

Mayor Pullen-Miles opened the public hearing at 6:54 p.m.

Deena Sopko, Resident, commented in protest of the proposed 2026 refuse collection rates.

Mayor Pullen-Miles issued the last call to receive written protests.

Mayor Pullen-Miles closed the public hearing at 6:57 p.m.

In response to Councilmember Suarez's questions, City Attorney Murphy responded that the City Council is being asked to adopt the new rate because an insufficient number of ballot protests were received, and the franchise agreement provides an opportunity for the public, staff, and the City Council to review the agreement and understand the proposed rates.

Councilmember Suarez asked about the status of the new trucks included in the agreement.

Republic Services Operations Manager Eddie Heredia responded that the new trucks are being procured.

Republic Services Municipal Sales Manager Dawn Benton responded that they are expecting a few trucks to be delivered in the coming months.

Discussion ensued among City Councilmembers and staff regarding setting funds aside to assist qualifying seniors with the rate increase.

Mayor Pro Tem Cuevas requested that staff research other cities to find out if they offer a subsidy for seniors.

Assistant City Clerk Palomo announced that 171 valid protest ballots were received, which was insufficient, as 5,258 ballots were required to constitute a majority protest.

A motion was made by Councilmember Kearney and seconded by Councilmember Talavera to open the public hearing, receive testimony, and close the public hearing and adopt by title only Resolution No. CC-2603-004. The motion passed by a vote of 5-0.

DRAFT

11. Case 26-01 - Ordinance No. 1212-26 - To Adopt by Reference 2025 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Existing Building Codes, and the California Green Building Codes.

— Recommendation: that the City Council 1.) Open the public hearing and take testimony from the public; 2.) Determine that the Ordinance is categorically exempt pursuant to CEQA Guidelines Section 15061(b)(3); and 3.) Hold the Second Reading of Ordinance 1212-26, by title only to adopt by reference the various 2025 Los Angeles Building Codes as referenced above.

Community Development Director Kann presented the staff report.

Mayor Pullen-Miles opened the public hearing at 7:10 p.m.

Gary Adams, Resident, commented in opposition to the determination that the Ordinance is categorically exempt pursuant to CEQA Guidelines Section 15061(b)(3).

Mayor Pullen-Miles closed the public hearing at 7:12 p.m.

Councilmember Kearney commented in favor of adopting the 2025 Los Angeles Building Codes by ordinance.

City Attorney Murphy read the Ordinance by title only.

A motion was made by Councilmember Kearney and seconded by Councilmember Suarez to open the public hearing and take testimony from the public, determine that the Ordinance is categorically exempt pursuant to CEQA Guidelines Section 15061(b)(3), and hold the Second Reading of Ordinance 1212-26, by title only to adopt by reference the various 2025 Los Angeles Building Codes as referenced above. The motion passed by a vote of 5-0.

H. ITEMS FROM CITY COUNCILMEMBERS

12. Report of Attendance at Meetings

Councilmember Kearney attended a Community of Schools Advisory Council meeting, the American Red Cross Blood Drive, a Neighborhood Watch meeting, funeral services for resident Charles “Bob” Robert Givens, the California Contract Cities Association (CCCA) Liability Trust and Oversight Committee meeting, a CCCA update from law enforcement on immigration policies via Zoom, a Lawndale Special City Council meeting, and the South Bay Workforce Investment Board’s (SBWIB) Black History Month Celebration. Councilmember Kearney briefed the City Council on contract negotiations with the Los Angeles County Sheriff’s Department and asked City Attorney Murphy to explain a case regarding the City of San Jose.

City Attorney Murphy responded that a City of San Jose Public Records Act case requires elected officials, appointed officials, and staff to review personal devices for communications related to public business. He stated that the case arose after residents questioned council members’ use of cell phones during meetings, prompting Public Records Act requests. City Attorney Murphy commented that some cities have considered limiting device use during meetings to avoid similar concerns.

Councilmember Kearney requested that an agenda item be added to discuss including a cell phone policy in the City Council Code of Conduct.

In response to Councilmember Suarez’s questions, City Attorney Murphy stated that, in past practice, individual City Councilmembers are able to request that agenda items be added for discussion.

DRAFT

Councilmember Talavera met with the Lawndale Elementary School District Community of Schools Advisory Council Director and the English Language Development Department at Lawndale High School and Leuzinger High School, attended the Seniors Valentine's Day Luncheon, the American Red Cross Blood Drive, the Hawthorne Lawndale Ministerial Association meeting, a CCCA update from law enforcement on immigration policies via Zoom, the Billy Mitchell Elementary School Black History Month Celebration, and a Senior Luncheon, thanked staff for their work during the Senior Luncheons, suggested that seniors be dropped off in front of the green space at City Hall, and asked when Hawthorne Boulevard would be repaved.

Councilmember Suarez attended a South Bay Cities Council of Governments (SBCCOG) Board of Directors meeting, and a SBCCOG Joint meeting with other Council of Governments.

Mayor Pro Tem Cuevas attended a South Bay Environmental Justice Alliance event, SBCCOG Homeless Service Task Force via Zoom, Lawndale Special City Council meeting, requested that an update on the Youth Development Center be provided at the next meeting, and invited the community to the Neighborhood Watch meeting scheduled for March 16, 2026 at 6:00 p.m. at the Harold E. Hofmann Community Center, and recommended that the community visit and support Pedroca's Burguer restaurant located at 14405 Prairie Avenue in Lawndale

Mayor Pullen-Miles attended the SBWIB Black History Month Celebration, Billy Mitchell Elementary School Black History Month Celebration, the Sanitation District Board of Directors meeting, the South Bay Environmental Justice Alliance event, and a Lawndale Special City Council meeting, and requested that an agenda item be added at a future meeting to recognize residents who helped shape Metro's decision regarding the C Line (Green) Project.

I. CLOSED SESSION

13. Public Employee Appointment

— The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.

By consensus, the City Council cancelled agenda item I.13 Public Employee Appointment.

J. ADJOURNMENT

There being no further business to discuss, Mayor Pullen-Miles adjourned the meeting at 7:40 p.m. in memory of Charles Robert "Bob" Givens, Sr., longtime Lawndale resident and former Inglewood School District bus driver who also served on the City of Lawndale Personnel Board and Cable Commission as read by Mayor Pro Tem Cuevas.

_____
Robert Pullen-Miles, Mayor

_____
Erica Harbison, City Clerk

Approved: March 16, 2026

DRAFT

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE: March 16, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: **Approval of a First Amendment to the Agreement with Parking Concepts, dba Transportation Concepts, for the Operation of the Lawndale Beat Fixed Route Transportation System**

BACKGROUND

In 2023, Community Services Department staff released Request for Proposals (RFP) BN-2303-04 for the operation of the Lawndale Beat Bus Service. There were two (2) proposals submitted in response to the RFP. Subsequently on May 1, 2023, a three-year agreement was approved with Parking Concepts, dba Transportation Concepts, with options for two (2) one (1) year extensions (Attachment A). Included as Exhibit D to the Agreement is the provision that:

"At its sole discretion, City may extend this Agreement for an additional one year term, or fourth year. To exercise its option to extend, the City shall, at least 90 days prior to Agreement expiration, deliver written notice to the Contractor from the City Manager that the City will exercise an option to extend the Agreement for another year and the parties must execute a contract amendment memorializing the terms for such extension."

"At its sole discretion, City may extend this Agreement for a second one year term, or fifth year. To exercise its option to extend, the City shall, at least 90 days prior to Agreement expiration, deliver written notice to the Contractor from the City Manager that the City will exercise an option to extend the Agreement for another year and the parties must execute a contract amendment memorializing the terms for such extension."

STAFF REVIEW

Community Services staff are pleased with the fixed route transportation services provided by Transportation Concepts, Inc. (TC) for the operation of the Lawndale Beat Buses. Their operation of the bus services have been very good, with an on-time rating of close to 90% across both bus routes (Residential and Express). TC staff have been fantastic in terms of their responsiveness to customer complaints, inquiries, completion of invoices and reports, and sharing of information related to the agreement.

The original three-year agreement included a maximum contract amount of $2,397,400. Through February 2026 the City has paid $1,866,268.24, with four (4) months remaining in the original term. Assuming there are no abnormalities in service hours over the final four (4) months, the total expenditures would be roughly $2,150,000 over the original three (3) years and two (2) months.

Community Services staff have received a proposal from TC with revised terms for year four (4). The only change to the terms is an increase to the hourly service rate from $111.34 per service hour to $114.68, an increase of 3% (Attachment B). This increase is in line with the current CPI for the Los Angeles area. If approved, the maximum contract amount would increase to $3,257,500, an increase of $860,100.

LEGAL REVIEW

The City Attorney has reviewed and approved this agreement as to form.

FISCAL IMPACT

Funding is available through the Proposition C Local Return funds allocated to the City of Lawndale. No additional budget amendment needed for FY 2025-2026.

RECOMMENDATION

Staff recommend that the City Council approve the first Amendment to the Contract Services Agreement with Transportation Concepts for the operation of the Lawndale Beat for one (1) year, with one (1) additional extension remaining, increasing the maximum contract amount by $860,100, for a new total of $3,257,500 (Attachment C).

Attachments

Attachment A: Proposal for Contract Extension from Transportation Concepts for 2026-27

Attachment B: Contract Services Agreement with Parking Concepts dba Transportation Concepts 5.1.2023

Attachment C: First Amendment to Agreement for Fixed-Route Transportation Services

TRANSPORTATION CONCEPTS

March 5, 2026

Jason Minter
Director of Community Services
City of Lawndale
14717 Burin Ave
Lawndale, CA 90260

RE: Contract Extension – 2026-2027

Dear Mr. Minter:

Contract Extension

Transportation Concepts is proposing a contract extension with annual rate adjustments consistent with the CPI-U methodology used during the initial contract term. For the 2026–2027 extension year, the rate adjustment is based on the January 2026 CPI-U index for the Los Angeles–Long Beach–Anaheim region**.**

Based on the most recently published index, the fixed and variable service components would be adjusted by 3.0%**.** This adjustment reflects the ongoing increases in operating costs across key areas of service delivery, including labor, insurance, fuel, and vehicle maintenance, while maintaining the high level of service your community expects. A copy of the published CPI index is included for reference.

The following provides a comparison for the first 12-month extension period:

	Current	**7/1/2026-6/30/2027**
Hourly Service Rate	$111.34	$114.68
Annual Service Hours	7,500	7,500
Estimated Annual Cost	$835,050	$860,100

Rates for the following extension year will be adjusted in accordance with the same CPI-U index methodology, as outlined in the attached amendment.

We appreciate the opportunity to continue providing safe, reliable transportation services for your community. Extending the agreement will allow us to maintain operational continuity and continue supporting the program with the experienced personnel, vehicles, and infrastructure that have been in place throughout the current contract term.

Please feel free to contact me if you have any questions or if additional information would be helpful as you review the proposed extension.

Sincerely,



Brett Baum
Vice President

Enclosure:

CPI-U index

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2022		2023		2024		2025		2026	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	1.1	7.5	1.9	5.8	1.0	2.5	0.9	3.3	0.9	3.0
February	0.3	7.4	-0.3	5.1	0.5	3.4	0.3	3.1		
March	1.5	8.5	0.1	3.7	0.7	4.0	0.7	3.0		
April	0.5	7.9	0.7	3.8	0.6	3.9	0.6	3.0		
May	0.8	8.0	0.1	3.2	0.1	3.9	0.1	3.0		
June	1.1	8.6	0.5	2.5	-0.2	3.2	0.0	3.2		
July	-0.2	7.7	0.0	2.7	0.2	3.4	0.2	3.2		
August	0.1	7.6	0.7	3.3	0.1	2.9	0.3	3.3		
September	0.5	7.8	0.3	3.2	0.2	2.8	0.4	3.5		
October	0.6	7.5	-0.1	2.4	0.0	3.0	-	-		
November	-0.8	6.0	-0.4	2.8	-0.2	3.2	-	3.6		
December	-0.6	4.9	0.0	3.5	0.2	3.4	-0.3	3.0		

Note: The October 2025 data values are not available due to the 2025 lapse in appropriations

ATTACHMENT B

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

LAWNDALE BEAT FIXED-ROUTE TRANSPORTATION SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of May, 2023 by and between the City of Lawndale, a municipal corporation ("City"), and Parking Concepts, Inc. dba Transportation Concepts ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor 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. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional 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 extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said

adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of two million three hundred ninety seven thousand four hundred dollars ($2,397,400) ("Contract Sum"), except as provided in Section 1.6. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than June 30, 2026. With respect to extensions of the term, please see Exhibit "D."

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Rich Rogers, Chief Operating Officer is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $5,000,000.00 per occurrence for all covered losses and no less than $5,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $5,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability or error and omissions insurance in an amount not than $0.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

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

6.2 Records. Contractor shall keep, and require subcontractors to 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 performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor 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 such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may 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. Contractor, its officers, employees, or agents, may 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 services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents 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 services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 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 Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or

approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor 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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine

that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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 or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability 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 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 Corporate 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Parking Concepts dba Transportation Concepts
a California corporation

By: _____
Name: Rich Rogers
Title: Vice President and Chief Operating Officer

By: _____
Name: David L. Mueller
Title: Secretary

Address: 12 Mauchly, Building I
Irvine, CA 92618

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall manage the services to be provided pursuant to this Agreement in accordance with the provisions and parameters established herein.

A. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the transportation services to be provided hereunder.

1. Supervision:

Supervision of the day-to-day transportation service operations will be vested in the Contractor. The assigned individual (herein referred to as "Program Manager") shall be available to the City by mobile phone during the normal service hours of the transportation service. From time-to-time, City may request to meet in person with the identified Project Manager.

In addition, at least two (2) individuals, manager level or higher, shall be available to the City in the event of an emergency during non-operating hours. At least one of these individuals shall respond in person when an emergency or accident involving property damage and/or injuries related to the operation of the Lawndale Beat Fixed-route Transportation Service occurs within the City or outside the City.

2. Advertising and Promotion:

Contractor shall, in cooperation with the City, promote and support the City's marketing and advertising efforts by posting marketing tools on all Lawndale Beat vehicles when requested by the City.

3. Training and Safety:

Contractor shall facilitate its proprietary driver training program developed using the TAPTCO Transit and Paratransit driver training program and enhanced by materials from the Transportation Safety Institute, American Public Transportation Association and the National Safety Council. Training shall be conducted by certified trainers and shall ensure that all personnel involved in the transportation services to be provided to the City are in compliance with all federal, state and local laws, rules and regulations.

Laws, rules and regulations shall include, but are not limited to, the American with Disabilities Act of 1990, Federal Drug and Alcohol testing requirements, California Title 13 and Title 24, State of California Transportation Development Act, and any other laws that may be in effect or become effective during the term of the Agreement that may apply to this public transportation service.

The following training modules will be taught by the certified instructor to each driver prior to being an operator for this contract services agreement: 1) driver classroom training; 2) behind-the-wheel training; 3) in-service training; 4) advanced customer service training 5) professional attitude training; 6) superior customer service training; and 7) continual and ongoing training programs.

4. **Personnel Qualifications and Responsibilities:**

a. Management:

The management positions for Contractor's employees servicing the City are as follows:

- Rich Rogers, Chief Operating Officer
- Max Melero, Project Supervisor
- Brett Baum, Project Manager
- Jonathan Norman, Regional Maintenance Manager
- Lee Sterling, Regional Safety and Training Manager

b. Vehicle Operators:

Contractor must provide the City with vehicle operators who have successfully completed Contractor's employee screening processes such as motor vehicle record check; criminal background check; E-verify clearance; physical exam; positive reference checks and drug screening.

Additionally, Contractor must provide vehicle operators who:

- Are legally licensed to operate a public transportation vehicle in the State of California and free of any chargeable accidents within the last two (2) years, and have cleared a criminal history check with no criminal convictions within the last ten (10) years.
- Are courteous and sensitive to the needs of passengers riding the City's transportation service; are alert, careful and competent in their driving habits.
- Ensure that the digital clock that is built into each vehicle is synchronized each morning of operation with the Contractor's atomic clock and set by dispatch personnel.
- Are neat and clean in their appearance and are, at all times, in properly fitting uniforms provided by Contractor. In addition, each operator must wear a name tag, or a badge provided by the Contractor identifying each operator by first and last name and/or employee number.
- Are knowledgeable about the City's fares, vehicle communications equipment, customer service requirements and the street network within the service area. Operators shall also be knowledgeable regarding the fares and routes of other transit services which link with the City's transit service to other neighboring transportation systems such as Metro, GTrans (Gardena), Torrance Transit and Beach Cities Transit (Redondo Beach).
- Operators shall clearly announce, or use an electronic audible system to announce all major time and stopping points as referenced in the current issue of the Lawndale Beat Service Brochure.
- Operators shall render assistance to City by supervising and monitoring each vehicle during operational service hours as defined in Exhibit "A", Section B (5), below.
- Operators shall ensure that all passenger fares are properly deposited into the fare box. Operators shall not handle any fares unless specifically requested by the rider.
- Operators shall maintain trip report statistics pertaining to passenger boardings for each stop, each route and each loop. (This information is necessary to determine which adjustments, if any, are to be made to the service and for the development of the National Transit Database (NTD) annual audit as required by Los Angeles County Metropolitan Transportation Authority (Metro). Therefore it is imperative that operators fulfill this requirement in an accurate and responsible manner.

5. **Personnel Policy:**
All personnel hired and paid by the Contractor to provide services in any way in connection with this Agreement shall at all times be employees of Contractor. Contractor shall be solely responsible for payment of all employee wages and benefits. Contractor, without any costs or expense to the City, shall faithfully comply with the requirements of all applicable State and Federal laws with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security; and also with respect to the withholding of income tax at its source from the wages of said employees.

Contractor shall indemnify and hold City and its officers, agents and employees harmless from any damages, claims, costs and expenses of whatever nature arising from alleged violation of personnel or human resource laws and any failure to take the required withholdings, or from any claims of subrogation in connection therewith.

6. **Accident Reporting:**
City Manager's designee shall be notified by cell phone immediately, regardless of hour or day, following any accident or unusual incident that occurs involving any vehicle or operator assigned to the Lawndale Beat Fixed-route Transportation service whether or not physical injuries or property damage has occurred.

Furthermore, a written report shall also be provided to the City within 24 hours of the accident, or on the first business day thereafter if the incident occurs on a weekend or holiday. Such report shall provide a description of the accident or incident, the action(s) taken by the Contractor, the progress of the investigation if applicable and any conclusions reached.

7. **Monthly Invoices and Ridership Reports:**

a. Monthly Invoice:
Contractor shall submit to City, on a monthly basis and no later than the 10th day of the following month, or the first business day thereafter if the 10th is on a weekend or holiday, an invoice for operator services for both the express and residential routes and system totals which includes itemized calculations for the following elements:

- Total Revenue Hours;
- Total Monthly Cost for All Services;
- Fuel Index Summary; and
- Credit for Fares Collected Summary**
  **Fare collected shall be deducted from the total monthly cost for all services

b. Monthly Ridership Reports:
The monthly ridership reports shall indicate the information below for both the residential and express route and a system total for the each day for the previous month in three following categories – Monday through Friday, Saturday, and Sunday:

- Daily Pull Out Statistics:
  Time and Odometer Reading;
- Daily Start Statistics:
  Time and Odometer Reading;

- Daily End Statistics:
  Time and Odometer Reading;
- Daily Pull In Statistics:
  Time and Odometer Reading;
- Daily Service Statistics:
  Total Hours and Miles;
- Daily Revenue Statistics:
  Hours and Miles;
- Daily Passenger Statistics:
  Number of Cash, Free, Wheelchair and Disabled Passengers;
- Daily Transfer Statistics:
  Number of Transfers Out and Transfers Collected;
- Daily Fare Box Statistics:
  Amount of Fare Box Revenues for both Daily and Monthly Totals; and
- Other reports as deemed necessary by the City.

8. National Transit Database (NTD) Reporting:

Although the City is ultimately responsible for completing the National Transit Database (NTD) annual audit process in years it chooses to participate, Contractor shall compile all data, complete all reports and assist the City in satisfying the requirements of the National Transit Database (NTD) reporting program with respect to data collected in any year during the term of this Agreement.

9. Accounting:

The Contractor shall keep records of all costs incurred in the performance of this Agreement in an accounting separate from those used for other business activities conducted by the Contractor. For auditing purposes, Contractor shall make the account information available to the City for inspection as it relates to any audits the City is required to complete.

10. Fares:

Contractor shall collect all fares in a secure, removable container which is installed on board of each vehicle. Contractor shall deposit the fares into a bank account on a daily basis and all deposited fares shall be credited to the City on the monthly invoice. The Contractor shall include a reconciliation of all fares such as: full fares, partial fares and uncollected fares. All fares collected shall be reported on the monthly invoices submitted to the City.

11. Contractor Liaison:

Contractor's representative shall coordinate closely with the City on all transportation service matters, operational status and any changes affecting the City's transportation system. Contractor's representative, or his designee, shall attend meetings with the City as necessary and in the City's sole discretion and as scheduled by the City.

B. Operations:

Contractor shall provide personnel necessary to operate the service during the following operational hours:

1. Route Schedules:

a. Express Route:

- Monday thru Friday, 7:20 a.m. to 5:55 p.m.
- Saturdays, 8:40 a.m. to 5:55 p.m.
- Sundays and Holidays, 9:20 a.m. to 3:55 p.m.

b. Residential Route:

- Monday thru Friday, 7:00 a.m. to 6:39 p.m.
- Saturdays, 8:40 a.m. to 5:49 p.m.
- Sundays and Holidays, 10:20 a.m. to 5:49 p.m.

2. Routes:

All routes, operating times, origins and destinations which shall comprise the transportation services pursuant to this Agreement shall be determined by the City. Contractor shall provide all vehicles and personnel necessary to provide transportation on the routes and at the times specified by the City.

3. On-Time Performance Requirements:

Operators shall arrive at each stopping location no earlier than the scheduled time; however, no later than two (2) minutes past the scheduled departure time for each stopping location. In addition, operators shall layover at a safe and dedicated stopping location until no earlier than the scheduled departure time to ensure that the on time performance requirements are achieved consistently during all times in which the system is operational.

4. Holidays:

Transportation service shall not be offered on, nor shall the City be monetarily responsible, for any costs incurred by the Contractor, in observance of the following holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

Transportation services shall be offered on the following holidays, however, the Sunday time schedule will be observed:

- Martin Luther King, Jr.
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day

5. **Vehicle Service Hours and Changes:**
Contractor shall annually provide no more than seven thousand five hundred (7,500) vehicle revenue service hours during any fiscal year (July 1 through June 30). Contractor shall be responsible for developing vehicle operator shifts from the established schedule provided by the City.

City shall be solely responsible for determining major changes to the transportation service. If major changes are made, Contractor will be given a minimum of two (2) weeks' notice to respond to such changes, including providing additional operators or making major adjustments to work shifts. Major changes shall be submitted to the Contractor in writing. For minor changes, such as adjustments to a schedule time, or route change due to construction, the City may provide the Contractor twenty four (24) hours' written notice. Minor changes may also be given verbally; however, must be confirmed in writing by the City.

6. **Vehicle Service Hour Definition:**
Each vehicle service hour to be paid to Contractor by the City will be calculated from the time the vehicle(s) arrives at its revenue service starting route point and will end when the vehicle arrives at its last revenue service stop. At no time, except with advanced written City approval by the City, shall the total monthly vehicle service hours exceed the hours designated by the City.

7. **Mechanical Breakdowns:**
All mechanical breakdowns shall be resolved in a safe and expeditious manner. Contractor shall attempt to repair the issue on site, or at a nearby safe location, if possible, with a mobile service owned by Contractor. At no time shall a vehicle be left unattended or inoperable on a street or at any unsecured location. If a mechanic is unable to repair the vehicle on site to the point where it can be driven back to the Contractor's maintenance facility, the Contractor shall immediately obtain a tow truck and Contractor's employee shall wait with the vehicle until the tow truck arrives.

In the event that a Lawndale Beat contractor-owned vehicle is unable to promptly return to revenue service the Contractor shall provide a replacement vehicle as soon as possible.

The City shall not reimburse the Contractor for transportation service for any vehicle which is out of service. Contractor shall be required to deduct revenue service time from the respective monthly invoice for time in which service is halted.

8. **Vehicles:**
Contractor shall provide three (3) used 32' Type 7 vehicles that meet the specifications of the new vehicles required by the City for year one of this Agreement. This is due to the fact that the new vehicles required by the City will take approximately nine (9) to twelve (12) months to produce once they are placed on order by Contractor. The City will require Contractor to provide vehicles that meet the City's requirements as soon as possible after delivery to Contractor and once the new vehicles are wrapped and branded in the City's designated color scheme and graphics.

Contractor shall provide the following vehicles in years two (2) and three (3) of this Agreement and for potentially each year of extension to a maximum of two (2) one-year extensions at the City's sole discretion:

Three (3) 2023 White Allstar XL, 32 foot transit vehicles with Ford F-550 chasis with 7.3 liter engine and Starcraft 5-year 100,000 mile limited warranty with the capacity for twenty four (24) ambulatory plus two (2) wheelchair positions equipped with securing devices (e.g., clamps and tie downs) which meet the standards established by the California Department of Transportation. The vehicles shall be equipped with operational wheelchair lifts or a hydraulic or an electric ramp. If these vehicles are ready and are put into service during year one of this Agreement, the contract price will be modified as per Exhibit "C" below.

All vehicles whether used or new must also meet the most current criteria established in the Americans with Disabilities Act (ADA). The contractor-owned vehicles shall be solely dedicated to the City's Transportation system and shall not be used for any other purpose or on any other contract for any reason. Each of the three (3) vehicles shall be fueled by Compressed Natural Gas (CNG) and must be distinctly numbered and clearly marked as a Lawndale Beat Transportation system vehicle and must be branded and wrapped in the City's desired color scheme and graphics before being placed into service. Each vehicle must be equipped with fully operational two-way radios to communicate with the company's dispatch and a fully functioning Heating, Ventilation and Air Conditioning (HVAC) system that properly functions during Vehicle Service Revenue Hours as defined in Exhibit "A", Section B (5).

Contractor must, at its sole cost and expense, register and license each of the three (3) vehicles, whether new or used vehicles and all operators pursuant to this Agreement prior to being placed into service. Contractor and its employees must also comply with all current and applicable Federal, State and local safety regulations. Additionally, Contractor must comply with General Order No. 98A of the Public Utilities Commission, State of California, relating to the operation and maintenance of buses and bus equipment.

Contractor must, at its sole cost and expense, provide the following technology components on each vehicle required in this Agreement to aid in monitoring the safety of the service, record onboard activities and incidents and to provide a preventative element for Lawndale fixed-route transportation service and operations:

Pre-owned Vehicles (Year One, May 15, 2023 – June 30, 2024)

- Two-way radio system
- Global Positioning System (GPS)
- Real-time Passenger Information System

New Vehicles (Years Two and Three, July 1, 2024 – June 30, 2026)**

- Two-way radio system
- Global Positioning System (GPS)
- Real-time Passenger Information System
- 6-Camera Video System for onboard and external monitoring

  **=City desires the new vehicles to be placed into service as soon as possible after purchase and once the new vehicles they are branded by Contractor by wrapping the vehicles in the City's traditional color scheme.

9. Fares and Revenue:

City will establish fares for all City-sponsored transportation services. Contractor must charge all passengers the fare designated by the City. Contractor is solely responsible for the safeguarding of all fare receipts and shall credit all fares collected to the City or its designated agent concurrent with Contractor's submission of the monthly invoice.

10. Operator Uniforms:

Contractor shall be responsible for the purchase and cleaning of all operator uniforms. The Contractor shall ensure and require that all operators wear the proper uniform while in revenue service. Each operator shall be furnished with enough changes of uniform so contractor's employees appear neat and clean at the beginning of each shift.

11. Vehicle Cleaning and Inspection:

a. Contractor shall be responsible for vehicle cleaning and daily inspections. Vehicle cleaning for each vehicle as designated in Section B (7) below must be completed consistently. The daily cleaning shall consist of the following:
   - Interiors swept and wiped down daily to include the inside and outside of all windows and wiping down all handrails and mirrors;
   - Complete exterior cleaning twice per week to include scrubbing of oil and excessive residue from the rear end, dusting and/or vacuuming of all seats, dashboard, stanchions and exposed surfaces and sweeping and vacuuming of all floor areas including removal of a gum, grease, oil, etc. In addition, cleaning each wheel well and other external areas where noticeable dust and debris may accumulate.
   - Additionally, no more than each seven (7) days, or sooner as operating conditions dictate, the entire exterior of each vehicle shall be washed.

b. Contractor is responsible for daily visual vehicle inspections. All inspections must be completed prior to daily revenue service as required by California Title 13.

12. Maintenance and Storage:

a. Preventative Maintenance Inspections:

All vehicle inspections must be completed in accordance with the State of California Title 13 requirements. Maintenance and repairs must be completed in a timely and safe manner. The Contractor, or any City-approved entity subcontracting to the Contractor, must comply with these specifications. The Contractor must perform all routine preventative maintenance and scheduled maintenance outside of the normal operational day so that service is not interrupted.

The Preventative Maintenance Schedule is to include the following on a daily basis prior to any vehicle is placed into revenue service:

- Engine Compartment Inspection;
- Interior Inspection;
- Exterior Inspection;
- Chasis Inspection; and
- Test Drive.

b. Vehicle Inspection by City and California Highway Patrol:

City may, from time to time, inspect the vehicles either at the Contractor's maintenance/storage facility or while the vehicle is in revenue service. If, in the City's opinion, the vehicle does not meet the standards regarding cleanliness, safety, or operability, the City may "red tag" the vehicle, such that Contractor must immediately remove that vehicle from revenue service until the problem is rectified. If the City places a vehicle on "red tag" status, Contractor must immediately provide a replacement vehicle, without additional cost to the City, so that the service is not disrupted. Any loss of service shall be deducted from the monthly payment to the Contractor in accordance with the penalties and incentive section of this Agreement.

Per the California Vehicle Code, the California Highway Patrol may inspect Contractor's facility approximately every thirteen (13) months. In the event of an "Unsatisfactory" grade, or if any vehicle designated for the City's transportation service is removed from service due to poor maintenance, Contractor, at its expense, is solely responsible for providing replacement vehicles to comply with this Agreement. If service is disrupted, any loss of service time shall be deducted from the monthly payment to Contractor. Additionally, in the event an unsatisfactory grade is obtained for any vehicle designated for the City's transportation service, Contractor shall pay the City $500.00 per unsatisfactory grade per vehicle. In the event that a vehicle(s) is removed from service by the California Highway Patrol for any period of time, Contractor shall pay the City $1,000.00 per vehicle per incident per day in which the vehicle(s) is out of service.

c. Materials:

Contractor must use replacement parts and materials as specified by the vehicle's manufacturer, when performing maintenance and repairs to the any of the vehicles identified as part of the Lawndale Beat Fixed-route Transportation Service fleet.

d. Maintenance Personnel:

Repair work must be performed by certified maintenance personnel who have demonstrated experience and received training in the work to be performed. Maintenance personnel must have the necessary equipment and tools to perform any authorized or necessary work.

e. Storage:

Contractor must store and secure the vehicles overnight in a gated and locked Contractor-owned and furnished facility in a location convenient to the City. The facility shall be, at a minimum, secured with a fence that can be locked, appropriately lighted and paved and must include maintenance and repair facilities with all necessary equipment, supplies and services required to operate the City's fixed route transportation system.

f. Maintenance Facility:

The maintenance facility shall appear neat and clean at all times and shall be free from spillage and tripping hazards.

13. **Federal Drug and Alcohol Testing:**
Contractor must comply with the Federal Transit Authority Administration's (Chapter 49 CFR parts 653 and 654) Rules and Regulations for prevention of alcohol and prohibited drug misuse in transit operations. Contractor shall provide all employees with a copy of its policies and procedures for compliance with applicable Federal drugs laws. In addition, Contractor must comply with the Federal Transit Administration's drug and alcohol regulations as stated in 49 CFR, Part 655 and 49 CFR, Part 40.

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 5.1(e) is added to the Agreement to read as follows:

5.1(e) Cyber Liability Insurance.
The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information;
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems;
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended;
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;
- Liability arising from the failure to render professional services; and
- If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

A new sentence is added to the end of Section 6.3 to read as follows:

"Specifically excluded from this provision is all material developed by Contractor independently and not as a result of its performance of this Agreement."

A new sentence is added to the end of Section 7.5 read as follows:

"This provision may not be invoked until City has provided Contractor written notice of specific alleged default and ten (10) business days following said notice to cure alleged default."

The Scope of Services shall include the City's Request for Proposals and Contractor's proposal which are incorporated herein as part of this Exhibit "B". In the event of any inconsistency between the terms of the proposal and this Agreement the terms of this Agreement shall govern.

B-1. Compliance With Law:
Contractor shall comply with the requirements of the Federal Transit Administration's Rules and Regulations for compliance with the American with Disabilities Act of 1990, and the State of California Title 24 accessibility laws.

B-2: Disadvantaged Business Enterprise:
In connection with the performance of this Agreement, Contractor shall cooperate in meeting the City's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, which shall have maximum practicable opportunity to compete for subcontractor work under this Agreement.

B-3: Conflict of Transportation Interests:
Contractor shall not divert any revenues, passengers, or other business from the City's project to any other transportation operation or contractor without the written permission of the City.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Pursuant to the schedule prepared by the City, Contractor agrees to provide all transportation services and personnel necessary to perform the services specified herein, including administrative and supervisory services, at the service rate of:

Year One (May 15, 2023 – June 30, 2024):
Eighty Three Dollars and Twelve Cents ($83.12) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5). Contractor's services shall not exceed the maximum contract amount of Seven Hundred Twenty Seven Thousand Three Hundred dollars ($727,300.00) of this Agreement for a not to exceed Eight Thousand Seven Hundred Fifty (8,750) revenue hours. Should Contractor be able to accelerate the use of new vehicles as provided for in Exhibit "A" section B.8, then upon notice to the City of the new vehicles' readiness for use, the City and Contractor will mutually agree upon a start date for the new vehicles within year one of this Agreement. As of such date, the price per service hour will be One Hundred Eleven Dollars and Thirty Four Cents ($111.34) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5), and the maximum contract amount for year one will be recalculated and reestablished based on the number of service hours remaining in the service year.

Year Two (July 1, 2024 – June 30, 2025):
One Hundred Eleven Dollars and Thirty Four Cents ($111.34) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5). Contractor's services shall not exceed the maximum contract amount of Eight Hundred Thirty Five Thousand Fifty Dollars ($835,050.00) of this Agreement for a not to exceed Seven Thousand Five Hundred (7,500) revenue hours.

Year Three (July 1, 2025 – June 30, 2026):
One Hundred Eleven Dollars and Thirty Four Cents ($111.34) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5). Contractor's services shall not exceed the maximum contract amount of Eight Hundred Thirty Five Thousand Fifty Dollars ($835,050.00) of this Agreement for a not to exceed Seven Thousand Five Hundred (7,500) revenue hours.

For the purposes of this Agreement, the baseline price for Compressed Natural Gas (CNG) fuel per gallon shall initially be $3.50 per gallon.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be thirty eight (36) months and forty six (46) days commencing Monday, May 15, 2023.

Section 3.4, Term is revised to add the following at the end:

"At its sole discretion, City may extend this Agreement for an additional one year term, or fourth year. To exercise its option to extend, the City shall, at least 90 days prior to Agreement expiration, deliver written notice to the Contractor from the City Manager that the City will exercise an option to extend the Agreement for another year and the parties must execute a contract amendment memorializing the terms for such extension."

"At its sole discretion, City may extend this Agreement for a second one year term, or fifth year. To exercise its option to extend, the City shall, at least 90 days prior to Agreement expiration, deliver written notice to the Contractor from the City Manager that the City will exercise an option to extend the Agreement for another year and the parties must execute a contract amendment memorializing the terms for such extension."

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR LAWNDALE BEAT FIXED-ROUTE TRANSPORTATION SERVICES

This First Amendment to Contract Services Agreement for Lawndale Beat Fixed-Route Transportation Services (the "First Amendment") is made and entered into this 16th day of March, 2026, by and between the City of Lawndale, a municipal corporation (herein "City") and Parking Concepts, Inc., dba Transportation Concepts ("Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Lawndale Beat Fixed-Route Transportation Services" (the "Agreement") on May 1st, 2023; and

WHEREAS, it is the desire of the City and Contractor to amend the Agreement, as set forth in this First Amendment, to the scope of services, compensation, and option to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement is amended in the following particulars only:

SECTION 1. Section 1.1 of the Agreement, entitled "Scope of Services", and Exhibit "A" to such Agreement, are amended to include the addition vehicle requirements for year four (4) of the agreement as described in Sections B.8. attached hereto as "Exhibit A-1", to this First Amendment, which exhibit is incorporated herein by this reference as if set forth in full. All references to Exhibit "A" in the Agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "A" and Exhibit "A-1".

SECTION 2. Section 2.1 of the Agreement, entitled "Contract Sum", and Exhibit "C" to such Agreement, are amended to revise the maximum Contract Sum from Two Million Three Hundred Ninety-Seven Thousand Four Hundred Dollars ($2,397,400) to Three Million Two Hundred Fifty Seven Thousand Five Hundred Dollars ($3,257.500) as set forth on the "First Supplemental Schedule of Compensation" attached hereto as "Exhibit C-1". All references to Exhibit "C" in the Agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".

SECTION 3. Except as expressly provided for in this First Amendment and the exhibits attached hereto, all other provisions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment as of the date first written above.

CITY:

By: _____
Robert Pullen Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Parking Concepts dba Transportation Concepts
a California corporation

By: _____
Name: Brett Baum
Title: Vice President

By: _____
Name: David L. Mueller
Title: Secretary

Address: 12 Mauchly, Building I
Irvine, CA 92618

[END OF SIGNATURES]

EXHIBIT "A-1"

FIRST SUPPLEMENTAL SCOPE OF SERVICES

As of the effective date of the First Amendment, the following sections of Exhibit "A" to the Agreement are amended and replaced, in their entirety, as follows:

New Vehicles* (Year Four, July 1, 2026 – June 30, 2027)

- Two-way radio system
- Global Positioning System (GPS)
- Real-time Passenger Information System
- 6-Camera Video System for onboard and external monitoring

*The New Vehicles refers to the buses that were put into circulation in 2025.

EXHIBIT "C-1"
FIRST SUPPLEMENTAL SCHEDULE OF COMPENSATION

As of the effective date of the First Amendment, only the first paragraph of Exhibit "C" to the Agreement is amended and replaced, in its entirety, as follows:

"Pursuant to the schedule prepared by the City, Contractor agrees to provide all transportation services and personnel necessary to perform the services specified herein, including administrative and supervisory services, at the service rates of:

Year Four (July 1, 2026 – June 30, 2027):
One Hundred Fourteen Dollars and Sixty-Eight Cents ($114.68) per service hour billed in one (1) minute increments as defined in Exhibit "A" Section B (5). Contractors services shall not exceed the maximum contract amount of Eight Hundred Sixty Thousand One-Hundred Dollars ($860,100) for Fiscal Year 2026-2027.

LAWNDALE CABLE USAGE CORPORATION

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	March 16, 2026
TO:	Honorable President and Board of Directors
FROM:	Raylette Felton, Interim Executive Officer
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Minutes of the Lawndale Cable Usage Corporation Special Meeting - June 28, 2021**

RECOMMENDATION

Staff recommends that the Board of Directors approve the minutes.

Attachments

DRAFT LCUC Minutes 6-28-2021.pdf

ATTACHMENT A

DRAFT MINUTES OF THE
LAWNDALE CABLE USAGE
CORPORATION SPECIAL MEETING
June 28, 2021

A. CALL TO ORDER AND ROLL CALL

President Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California. *The Board met concurrently with the City Council; therefore, the minutes order and numbering reflect the concurrent meeting.*

Directors Present:	President Robert Pullen-Miles, Vice President Pat Kearney, Director Bernadette Suarez, Director Rhonda Hofmann Gorman, Director Sirley Cuevas
Other Participants:	Executive Officer Kevin M. Chun, General Legal Counsel Gregory M. Murphy, Secretary Erica Harbison, Assistant Secretary Matthew Ceballos, Assistant to the Executive Officer/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Community Services Director Mike Estes, Community Development Director Sean Moore, Interim Treasurer Michael Matsumoto

B. CEREMONIALS

Director Cuevas led the flag salute.

C. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

No public comment was provided specific to the Cable Usage Corporation.

E. CONSENT CALENDAR

4. Minutes of the Cable Usage Corporation Board of Directors Meeting – June 3, 2020
Recommendation: that the Directors approve.

A motion was made by Director Cuevas and seconded by Vice President Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

F. ADMINISTRATION

6. Annual Budget for Fiscal Year 2021-2022
Recommendation: that the Board (a) consider the proposed changes to the budget and decide on each item; and (b) adopt Resolution No. CC-2106-029, approving the budget for fiscal year 2021-22 as amended.

The Board discussed this agenda item in conjunction with Agenda Item No. 6. Fiscal Year 2021-2022 Budget Workshop.

Vice President Kearney inquired about making a budget change related to an increase of $3,000 for

National Night Out with the Los Angeles Sherriff's Department.
11. After discussion regarding National Night Out it was approved by the Board to reduce the proposed budget amount of $4,500 to $2,000, as line item 11.

Director Suarez requested staff remove Cable Commissioners $900 stipend due to it being dissolved.
12. It was approved by the Board to remove the Cable Commissioners $900 stipend from the budget, as line item 12.

A motion was made by Director Cuevas and seconded by Vice President Kearney to approve items 1 through 12 as listed in the staff report and subsequently amended and added to by Board, and incorporated into the proposed budget, and direct staff as appropriate, and adopt Resolution No. CC-2106-029, approving and adopting the Annual Budget for Fiscal Year 2021-22 as amended based on direction provided by Board in relation to items 1 through 12 as listed in the staff report, subsequently amended and added to by Board. The motion passed by a vote of 5-0.

G. ADJOURNMENT

There being no further business to conduct, President Pullen-Miles adjourned the meeting at 8:10 p.m.

_____
Robert Pullen-Miles, President

ATTEST:

_____
Erica Harbison, Secretary

Approved: 3/16/2026

LAWNDALE CABLE USAGE CORPORATION

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	March 16, 2026
TO:	Honorable President and Board of Directors
FROM:	Raylette Felton, Interim Executive Officer
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Minutes of the Lawndale Cable Usage Corporation Special Meeting - June 21, 2022**

RECOMMENDATION

Staff recommends that the Board of Directors approve the minutes.

Attachments

DRAFT LCUC Minutes 6-21-2022.pdf

ATTACHMENT A

DRAFT MINUTES OF THE
LAWNDALE CABLE USAGE
CORPORATION REGULAR MEETING
June 21, 2022

A. CALL TO ORDER AND ROLL CALL

President Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California. *The Board met concurrently with the City Council; therefore, the minutes order and numbering reflect the concurrent meeting.*

Directors Present:	President Robert Pullen-Miles, Vice President Rhonda Hofmann Gorman, Director Bernadette Suarez, Director Pat Kearney
Directors Absent:	Director Sirley Cuevas
Other Participants:	Executive Officer Sean M. Moore, General Legal Counsel Alondra Espinosa, Secretary Erica Harbison, Assistant to the Executive Officer/Human Resources Director Raylette Felton, Los Angeles County Sheriff's Department Captain Duane Allen, Battalion Fire Chief Ramon Valdoria, Finance Treasurer Hrant Manuelian, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Acting Director of Community Development Jared Chavez

B. CEREMONIALS

Director Kearney led the flag salute and Pastor Dwight Dudley with Calvary Chapel South Bay provided the inspiration.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

No public comment was provided specific to the Cable Usage Corporation.

G. ADMINISTRATION

11. Annual Budget for Fiscal Year 2022-2023

Recommendation: that the Board adopt Resolution No. CC-2206-035, approving the citywide budget for fiscal year 2022-2023 as amended based on direction provided by the Board.

Finance Treasurer Manuelian provided the staff report for the Annual Budget for Fiscal Year 2022-2023.

Director Kearney inquired if the budget Resolution will be adopted then amended with the updated wage and salary changes.

General Legal Counsel Espinosa recommended that the Board approve the Resolution as presented and any changes be made through an amendment.

Discussion ensued between the Board and General Legal Counsel Espinosa regarding the process for approving amendments to the Annual Budget can be made tonight before or after the Closed Session item.

General Legal Counsel Espinosa responded that a motion would be needed to move the item to after Closed Session.

President Pullen-Miles, with unanimous consent of the Board, moved this item to after Closed Session.

Executive Officer Moore inquired if the Board wanted to provide direction regarding the estimate of $12,000 - $14,000 to the budget for the second Music Festival.

President Pullen-Miles responded that the Board would consider the amount for the second Music Festival and other wage-related items after the Closed Session.

By consensus, the Board tabled Item No. G.11. Annual Budget for Fiscal Year 2022-2023, after Closed Session agenda items No. J.14. Conference with Labor Negotiator and J.15. Conference with Legal Counsel – Anticipated Litigation.

G. ADMINISTRATION (CONTINUED)

11. Annual Budget for Fiscal Year 2022-2023

Recommendation: that the Board adopt Resolution No. CC-2206-035, approving the citywide budget for fiscal year 2022-2023 as amended based on direction provided by the Board.

Discussion ensued between the Board and staff regarding City wages, amending the budget for a second day of the Music Festival, possible sponsorship and Parks and Recreation Commission assistance with the funding of the event.

General Legal Counsel Espinosa commented that, based on the Board's discussions and questions, the Board has the options to move forward with the budget as is, with changes, or direct staff to return at a later date with a budget amendment for Board consideration.

A motion by Director Kearney and seconded by President Pullen-Miles to approve the budget with a set aside budget line item for $12,000 from the general fund to fund an additional day of the Music Festival and a budget line item for $300,000 from the general fund for wages in the Annual Budget for Fiscal Year 2022-2023. The motion passed with a vote of 4-1, with Director Cuevas absent.

K. ADJOURNMENT

There being no further business to conduct, President Pullen-Miles adjourned the meeting at 8:48 p.m.

_____
Robert Pullen-Miles, President

ATTEST:

_____
Erica Harbison, Secretary

Approved: 3/16/2026

LAWNDALE CABLE USAGE CORPORATION

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE: March 16, 2026

TO: Honorable President and Board of Directors

FROM: Raylette Felton, Interim Executive Officer

SUBJECT: **City Council Chamber TV Production Technology System Upgrades**

BACKGROUND

The City of Lawndale currently broadcasts City Council meetings through the government access channel and stream online to promote transparency and public engagement. The existing broadcast production and playback equipment is reaching its end-of-life cycle and requires delicate operation and maintenance. Based on recent evaluations of the current systems and the need to ensure reliable and consistent delivery of live meetings and support the City's compliance with Senate Bill 707, which expands public access and comment opportunities during meetings, staff concluded that the replacement of the broadcast automation and playback technology is necessary and recommending a complete system upgrade.

STAFF REVIEW

During the Fiscal Year 2025/ 2026 Budget Process, City Council approved funding for the City Council Chamber Broadcast TV Production and Playback System Project. This project will upgrade the Chamber Control Room equipment and technology, to allow staff to produce and record live, HD multi-camera, media rich broadcasts of City Council meetings on Lawndale CityTV Channel 3 and stream online on YouTube. In addition, this project will enhance the City's ability to conduct hybrid meetings and facilitate remote participation during public meetings, consistent with the Brown Act public access requirements. These upgrades are necessary to improve the reliability and accessibility of City's meeting broadcasts

In November 2025, staff prepared and issued a Request for Proposal (RFP) obtain proposals from qualified professional companies desiring to undertake the Council Chamber Broadcast Production and Automated Playback Control Systems upgrade work. Staff conducted a "job-walk" through all pertinent facilities for a total of three (3) potential proposers and provided follow-up question opportunities. Of those three companies, the City received two (2) submitted proposals from the following firms:

Company	Proposal Cost
EIDIM Group Inc., dba EIDIM AV Technology	$381,707
Western Audio Visual	$249,315

Staff recommends that the City Council award the contract for this work to Western Audio Visual (WAV). Western Audio Visual proposal demonstrates its understanding and ability to undertake this project for the best price. The cost of the contract to procure and install broadcast control and master automated playback equipment and materials, and provide all design, installation labor, programming, adjustments, warranty, and training for City staff will be $245,010. There is an additional cost for service and preventative maintenance, which WAV is offering at a 50% discount of $4,305 for the first year. Staff is recommending including the first year maintenance and service package, for a total project cost of $249,315. A 10% contingency of $24,932 is also being requested for a contract sum amount not to exceed $274,247.

LEGAL REVIEW

The City Attorney has reviewed this staff report and attached agreement and approves it as to form.

FISCAL IMPACT

City Council approved $237,331 in fiscal year 2025-2026 to upgrade the City Council Chamber Control Room's broadcast television and playback equipment. We expected to have $245,000 available from PEG fees to cover these costs. Therefore, a budget amendment of $8,000 is needed to account number 217-170-550.400 Cable TV Other Equipment (PEG Fees) and the remaining $29,247 will need to be budgeted from General Fund account number 100-170-550.400 Other Equipment. If more than expected PEG fees are received and/or the full contingency is not needed we will use PEG fees first.

RECOMMENDATION

Staff respectfully recommends that City Council: 1.) Approve an agreement with Western Audio Visual in a form approved by the City Attorney for contract sum amount of $274,247; and 2.) Authorize the Director of Finance/City Treasurer to appropriate an additional $8,000 from account number 217-170-550.400 and $29,247 from 100-170-550.400 to cover the service and maintenance costs and a 10% contingency, to complete this project.

Attachments

Attachment A Proposal EIDIM.pdf

Attachment B - WAVS Proposal - City of Lawndale Final Bid 2026.pdf

Attachment C - Contract Services Agreement - WAVS_Broadcast Playback.pdf

ATTACHMENT A

Proposal from EIDIM

Furnish and Install City Council Chamber Broadcast TV Control System and Master Control Automated Playback Server System

SECTION III - RFP PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

EIDIM Group, Inc. dba EIDIM AV Technology — https://eidim.com/
Name of Company — Website

1015 S Placentia Avenue
Address

Fullerton, CA 92831
City/State/Zip Code

Andrew W. Bang, President/CEO — estimate@eidim.com
Printed Name/Title of Contact — Email

(562) 777-1009
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation ✓ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

25 Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: November 13, 2025
Addendum No. 2 Date Received: December 18, 2025
Addendum No. ____ Date Received: ____

N/A No Addenda received regarding this RFP.

Proposer's Information:

Contractor's License Number: 824410 Expiration date: 09/30/2027

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

1. Company Name: N/A

Address: ____

Contractor's License Number: ____ Expiration date: ____

Delivery:

What is the lead-time for delivery and installation? 4 Days/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
City of San Jose	200 East Santa Clara Street, 6th Floor, San Jose, CA 95113	Keith Chow | (408) 535-8101
Orange County Sanitation District	18480 Bandilier Cir, Fountain Valley, CA 92708	Andrew Brown | abrown@ocsan.gov
Contra Costa County Office of the Sheriff	4300 Delta Gateway Boulevard, Pittsburg, CA 94565	Lieutenant Erin Bai | (925) 322-7754

EXHIBIT A

Equipment List Cost Proposal

City of Lawnale TV Broadcast Production

2025 | NOVEMBER

Master Control Automated Playback Project Cost Estimates

Video Presentation and Control

Qty.	Make	Model	Description	Price	Extended
1	TIGHTROPE	CBL-VIO4-800	Tightrope Cablecast VIO-4, 4 Channel, 10TB RAID5 Storage		$
1	TIGHTROPE	CBL-VIOLITE-CG-SVR-800	Cablecast VIO CG Server / Bulletin Board Player, 2 SDI Channels		$
1	TIGHTROPE	CBL-CGPLAYER-LIC	Cablecast CG Player Software License		$
1	TIGHTROPE	CBL-STRUPG-20TB	10TB Storage Upgrade for Cablecast VIO and VOD Servers		$
1	TIGHTROPE	CBL-LIVE-800	Tightrope Cablecast Live Streaming Server, 1 Stream		$
1	BMD	BMD-VHUB-SMART6G1212 CleanSwitch	Black Magic Smart Videohub CleanSwitch 12/12/SDI Routing Switcher		$
2	BMD	CONVMSDIDA4K	Black Magic SDI Distribution Amplifier		$
1	BMD	BMD-HDL-AUDMON1RU12G	Black Magic Audio Monitor		$
1	Marshall	ML-702	Marshall Dual 7" HD Monitor		$
1	Marshall	V-LCD173HR	Marshall Dual 17" HD Monitor		$
1		TSAP-1	Turnkey System Accessory Package		$
1	NOVA	LCD1U19-17-8KVM-CO	17" LCD Monitor, Keyboard Drawer and 8 Port KVM		$
				SUBTOTAL	$ -

Systems Integration

Qty.	Make	Model	Description	Estimate Unit	Extended
1			System Integration, Installation and Training		
				SUBTOTAL	$ -

Video Presentation and Control	$
System Integration	$
Freight	$
TAX 10.5%	$
Master Control Automated Playback Project Total Estimate	$

Council Chamber Broadcast System Cost Estimates

Camera/Robotics Systems & Graphs

Qty.	Make	Model	Description	Price	Extended
1	Ross	Xpression	1 RU 1 Channel Rack Unit HD CG Chassis w/Keyboard		$
				SUBTOTAL	$ -

Switcher, Mixer and Monitoring Systems

Qty.	Make	Model	Description	Price	Extended
1	Ross	ULTRA Carbonite	Carbonite 2ru Frame with 24 HD inputs 10 outputs		$
1	Ross	Touch Drive TD 1	Cabonite Switcher Control Panel		$
4	Ross	CUF-PSU	CUF-PSU Standard Power Supply for Carbonite Ultra		$
1	Mackie	Big Knob Passive	Studion Audio Monitor Speaker Controller		$
1	BMD	HDLAUDMON1RU12G	Black Magic Audio Monitor 12G (1 RU)		$
2	Genelec	8030CP	100w Studio Monitor near-field Console Speakers w mounts		$
1	Plura	PBM-317-3G	17 Inch HD Broadcast Monitor 3G Ready Dual Display		$
1	NEC	M551	MultiSync 55" Monitor HDR 4K UHD Commercial IPS LED		$
4	Dell	P2422H	23.8" 16:9 IPS Monitor wHDMI/DP/VGA		$
2	Chief	XTM1U	Fusion Series Tilting Landscape wall mount		$
4	Cust	Cust	Rack Console Monitor Arms		$
				SUBTOTAL	$ -

Terminal, Routing Hardware and Conversion

Qty.	Make	Model	Description	Price	Extended
1	Ross	SRG2200	Sync/Test Generator Master Signal Reference		$
1	Ross	OGX-FR-CN	Ross Open Gear 2RU Frame		$
1	Ross	PS-OGX	Redundant Power Supply		$
2	Ross	Mux-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card		$
1	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card		$
1	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card		$
1	Ross	UDA-8705A-R2	1 x 8 Analog Distribution (for Genlock distro)		$
2	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA		$
2	Bittree	B64H-2MWTHD	Video Patch Panel mini-weco 2 x32 1.5ru		$
1	Ross	KUMO-3232-R2	KUMO 3232 Compact 3G-SDI Router (2 RU)		$
1	Ross	KUMO-CP	KUMO CP Remote Control Panel		$
1	AJA	FS2	Dual Channel Frame Synchronizer		$
1	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Coverter		$
1	AJA	HA5	HDMI to HDSDI Video Converter		$
1	AJA	Hi5	12G HD/SD-SDI to HDMI Video and Audio Converter		$
1	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device		$
				SUBTOTAL	$ -

Networking and Recording Systems

Qty.	Make	Model	Description	Price	Extended
1	NETGEAR	GSM4248P-100NAS	AV Line M4250 GSM4248P 40-Port Gigabit PoE+ Compliant Managed AV Switch with SFP (480W)		$
2	BMD	HYPERD/ST/DCHP	Blackmagic Design HyperDeck Studio HD Plus		$
8	Sandisk	128GB PRO UHS-I	Extreme Pro SDXC Memory Cards		$
				SUBTOTAL	$ -

Console Racks and Support Equipment

Qty.	Make	Model	Description	Price	Extended
					$
				SUBTOTAL	$ -

PC/Server Equipment, WEBSTREAMING

Qty.	Make	Model	Description	Price	Extended
1	Dell	Precision 3930	Rack Workstation Intel Xeon E-2246G 6 Core 6 GB 500W Win11		$
1	AJA	HELO	Webstreaming Devices		$
				SUBTOTAL	$ -

KVM and UPS Equipment

Qty.	Make	Model	Description	Price	Extended
2	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect		$
1	IOGEAR	GCL1808	8-Port 17" LCD Combo KVM Switch (1 RU)		$
				SUBTOTAL	$ -

Camera/Robotics Systems & Graphs

Qty.	Make	Model	Description	Price	Extended
2	Belden	1505A-1000VI	Belden RG59 Digital Video Coax Cable 1000 ft Violet		$
1	Belden	1505A-1000YE	Belden RG59 Digital Video Coax Cable 1000 ft Yellow		$
2	Kings	2065-2-9-M66	Kings Electronics 75-Ohm BNC Connectors (100pk)		$
5	Ross	cuf-hdbnc-bnc	Ross HD Mini BNC Cable 20pk		$
1	Ross	Rack Rail Kit	SPG 4-Post Rack Rail Kit		$
1	*		RJ-45 CONNECTORS****		$
1	BMD	CONVNTRM/YA/RSU	Universal Rack Shelf (for Hyperdecks x2)		$
1	Panduit	PUP6XHD04BU-G	TX6A™ Copper Cable, Cat 6A, 23 AWG, UTP, Blue		$
					$
				SUBTOTAL	$ -

Systems Integration

Qty.	Make	Model	Description	Estimate Unit	Extended
1			Project Development, System Design, Drawings and Docs		
1			Installation of Systems and Equipment		
1			Onsite Commissioning and Programming of Systems		
1			System Training, 10 hours total, 2 separate days		
				SUBTOTAL	$ -

SUBTOTALS	
Camera/Robotics Systems & Graphics	$
Switcher, Mixer and Monitoring Systems	$
Terminal, Routing Hardware and Conversion	
Networking and Recording Systems	
Console Racks and Support Equipment	
PC/Server Equipment, WEBSTREAMING	
KVM and UPS Equipment	
Cable / Additional Misc Hardware	
System Integration	$
TAX 10.5%	$
Council Chamber Broadcast System Project Total Estimate	$

SUBTOTALS	
Master Control Automated Playback Project Total Estimate	$
Council Chamber Broadcast System Project Total Estimate	$
Total Estimate	

EIDIM Group Inc, dba EIDIM AV Technology

Complete All-in-One Turnkey Solution

Solication/Quote Title:

City of Lawndale TV Broadcast Production

QUOTATION

Prepared By
EIDIM Group Inc.
1015 S. Placentia Ave.,
Fullerton, CA 92831

Jose Padilla | Lead Estimator
estimate@eidim.com
877-77-EIDIM Ext. 118

Prepared for:
Yvette Palomo
Assistant City Clerk
(310) 973-3200

City Clerk's Office
14717 Burin Avenue,
Lawndale, CA 90260

Information
Solication #
Business Type:
SBA Small Business
CA Micro Small Business
Quote Date: 01/07/2026
Exp Date: 02/07/2026
Version: 1

FEIN	CAGE	DUNS	F.O.B Point	GSA Schedule
95-4837990	33EMO	006617603	Destination	GS-03F-105AA

NOTE: 4% to be charged extra on payments through credit cards

Hardware

#	Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
			City of Lawndale TV Broadcast Production			
			Master Control Automated Playback			
			Video Presentation and Control			
1	CableCast	CBL-VIO4-800	Tightrope Cablecast VIO-4, 4 Channel, 10TB RAID5 Storage	1	$ 24,186.24	$ 24,186.24
2	CableCast	CBL-VIOLITE-CG-SVR-800	Cablecast VIO CG Server / Bulletin Board Player, 2 SDI Channels	1	$ 6,609.01	$ 6,609.01
3	CableCast	CBL-CGPLAYER-LIC	Cablecast CG Player Software License	1	$ 1,541.48	$ 1,541.48
4	CableCast	CBL-STRUPG-20TB	10TB Storage Upgrade for Cablecast VIO and VOD Servers	1	$ 1,502.80	$ 1,502.80
5	CableCast	CBL-LIVE-800	Tightrope Cablecast Live Streaming Server, 1 Stream	1	$ 4,276.35	$ 4,276.35
6	BMD	BMD-VHUB-SMART6G1212 CleanSwitch	Black Magic Smart Videohub CleanSwitch 12/12/SDI Routing Switcher	1	$ 1,497.35	$ 1,497.35
7	BMD	CONVMSDIDA4K	Black Magic SDI Distribution Amplifier	2	$ 341.31	$ 682.62
8	BMD	BMD-HDL-AUDMON1RU12G	Black Magic Audio Monitor	1	$ 1,297.04	$ 1,297.04
9	Marshall	ML-702	Marshall Dual 7" HD Monitor	1	$ 827.26	$ 827.26
10	Marshall	V-LCD173HR	Marshall Dual 17" HD Monitor	1	$ 1,128.16	$ 1,128.16
11		TSAP-1	Turnkey System Accessory Package	1	$ 718.25	$ 718.25
12	NOVA	LCD1U19-17-8KVM-CO	17" LCD Monitor, Keyboard Drawer and 8 Port KVM	1	$ 1,918.28	$ 1,918.28
13			***Council Chamber Broadcast System***			
14			***Camera/Robotics Systems & Graphs***			
15	Ross	Xpression	1 RU 1 Channel Rack Unit HD CG Chassis w/Keyboard	1	$ -	$ -
16			***Switcher, Mixer and Monitoring Systems***			
17	Ross	ULTRA Carbonite	Carbonite 2ru Frame with 24 HD inputs 10 outputs	1	$ -	$ -
18	Ross	Touch Drive TD 1	Cabonite Switcher Control Panel	1	$ -	$ -
19	Ross	CUF-PSU	CUF-PSU Standard Power Supply for Carbonite Ultra	4	$ -	$ -

20	Mackie	Big Knob Passive	Studion Audio Monitor Speaker Controller	1	$ 77.34	$ 77.34
21	BMD	HDLAUDMON1RU12G	Black Magic Audio Monitor 12G (1 RU)	1	$ 1,297.04	$ 1,297.04
22	Genelec	8030CP	100w Studio Monitor near-field Console Speakers w mounts	2	$ 878.48	$ 1,756.96
23	Plura	PBM-317-3G	17 Inch HD Broadcast Monitor 3G Ready Dual Display	1	$ 3,305.66	$ 3,305.66
24	NEC	M551	MultiSync 55" Monitor HDR 4K UHD Commercial IPS LED	1	$ 1,756.49	$ 1,756.49
25	Dell	P2422H	23.8" 16:9 IPS Monitor wHDMI/DP/VGA	4	$ 246.23	$ 984.92
26	Chief	XTM1U	Fusion Series Tilting Landscape wall mount	2	$ 326.89	$ 653.78
27	Cust	Cust	Rack Console Monitor Arms	4	$ 552.50	$ 2,210.00
28			***Terminal, Routing Hardware and Conversion***			
29	Ross	SRG2200	Sync/Test Generator Master Signal Reference	1	$ -	$ -
30	Ross	OGX-FR-CN	Ross Open Gear 2RU Frame	1	$ -	$ -
31	Ross	PS-OGX	Redundant Power Supply	1	$ -	$ -
32	Ross	Mux-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card	2	$ -	$ -
33	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card	1	$ -	$ -
34	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card	1	$ -	$ -
35	Ross	UDA-8705A-R2	1 x 8 Analog Distribution (for Genlock distro)	1	$ -	$ -
36	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	2	$ -	$ -
37	Bittree	B64H-2MWTHD	Video Patch Panel mini-weco 2 x32 1.5ru	2	$ 1,771.32	$ 3,542.64
38	AJA	KUMO-3232-R2	KUMO 3232 Compact 3G-SDI Router (2 RU)	1	$ 5,055.38	$ 5,055.38
39	AJA	KUMO-CP	KUMO CP Remote Control Panel	1	$ 1,011.08	$ 1,011.08
40	AJA	FS2	Dual Channel Frame Synchronizer	1	$ 4,548.18	$ 4,548.18
41	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Coverter	1	$ 1,144.78	$ 1,144.78
42	AJA	HA5	HDMI to HDSDI Video Converter	1	$ 464.10	$ 464.10
43	AJA	Hi5	12G HD/SD-SDI to HDMI Video and Audio Converter	1	$ 914.94	$ 914.94
44	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device	1	$ 402.22	$ 402.22
45			***Networking and Recording Systems***			
46	NETGEAR	GSM4248P-100NAS	AV Line M4250 GSM4248P 40-Port Gigabit PoE+ Compliant Managed AV Switch with SFP (480W)	1	$ 2,088.45	$ 2,088.45
47	BMD	HYPERD/ST/DCHP	Blackmagic Design HyperDeck Studio HD Plus	2	$ 696.09	$ 1,392.18
48	Sandisk	128GB PRO UHS-I	Extreme Pro SDXC Memory Cards	8	$ 45.72	$ 365.76
49			***Console Racks and Support Equipment***			
50			Re-use existing Rack	1	$ -	$ -
51			***PC/Server Equipment, WEBSTREAMING***			
52	Dell	Precision 3930	Rack Workstation Intel Xeon E-2246G 6 Core6 GB 500W Win11	1	$ 3,786.24	$ 3,786.24
53	AJA	HELO	Webstreaming Devices	1	$ 1,719.38	$ 1,719.38
54			***KVM and UPS Equipment***			
55	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect	2	$ 650.14	$ 1,300.28
56	IOGEAR	GCL1808	8-Port 17" LCD Combo KVM Switch (1 RU)	1	$ 1,140.18	$ 1,140.18
57			***Camera/Robotics Systems & Graphs***			
58	Belden	1505A-1000VI	Belden RG59 Digital Video Coax Cable 1000 ft Violet	2	$ 1,105.00	$ 2,210.00
59	Belden	1505A-1000YE	Belden RG59 Digital Video Coax Cable 1000 ft Yellow	1	$ 1,105.00	$ 1,105.00
60	Kings	2065-2-9-M66	Kings Electronics 75-Ohm BNC Connectors (100pk)	2	$ 281.78	$ 563.56
61	Ross	cuf-hdbnc-bnc	Ross HD Mini BNC Cable 20pk	5	$ -	$ -
62	Ross	Rack Rail Kit	SPG 4-Post Rack Rail Kit	1	$ -	$ -

63	*		RJ-45 CONNECTORS****	1	$ 552.50	$ 552.50
64	BMD	CONVNTRM/YA/RSU	Universal Rack Shelf (for Hyperdecks x2)	1	$ 117.51	$ 117.51
65	Panduit	PUP6XHD04BU-G	TX6A™ Copper Cable, Cat 6A, 23 AWG, UTP, Blue	1	$ 1,353.37	$ 1,353.37
66			***All ROSS components***			
67			**Carbonite Ultra-2ME**			
68	Ross	ROS-CUF-124	Carbonite Ultra Engine NO PSU Included	1	$ 11,160.50	$ 11,160.50
69	Ross	ROS-CUF-ADD-ME2	HD ME 2 License	1	$ 6,435.52	$ 6,435.52
70	Ross	ROS-CUF-ADD-I/OPLUS	Add All HD FSFC/CC/PA	1	$ 2,148.12	$ 2,148.12
71	Ross	ROS-XDS0-0001-CPS	XPression LiveCG Software Only License	1	$ -	$ -
72	Ross	ROS-CUF-HDBNC-BNC	HDBNC to BNC kit with 8 cables	5	$ 160.23	$ 801.15
73	Ross	ROS-CUF-PSU	Carbonite Ultra Standard Power Supply	1	$ 615.26	$ 615.26
74	Ross	ROS-CUF-PSU	Carbonite Ultra Standard Power Supply	1	$ 615.26	$ 615.26
75			**TD1-PANEL**			
76	Ross	ROS-TD1-PANEL	TouchDrive 1 ME 15 XPT Panel	1	$ 9,794.72	$ 9,794.72
77	Ross	ROS-TD-TOUCHSCREEN	TouchDrive TouchScreen Display	1	$ 1,006.88	$ 1,006.88
78	Ross	ROS-CUF-PSU	Carbonite Ultra Standard Power Supply	1	$ 615.26	$ 615.26
79	Ross	ROS-CUF-PSU	Carbonite Ultra Standard Power Supply	1	$ 615.26	$ 615.26
80			**XPression 1-Channel Studio**			
81	Ross	ROS-XPR1-0001	XPression Prime - Single (SW Only)	1	$ 16,822.52	$ 16,822.52
82	Ross	ROS-XPN-1RU-M9	XPression 1RU HD-SDI Chassis	1	$ 14,365.00	$ 14,365.00
83	Ross	ROS-XPN-KBD	XPression Custom Keyboard	1	$ 1,600.04	$ 1,600.04
84	Ross	ROS-XPR-DLQ	DataLinq Server Option	1	$ 5,396.82	$ 5,396.82
85			**Terminal Gear**			
86	Ross	ROS-OGX-FR-CN	openGear OGX Frame with Cooling and Advanced Networking	1	$ 2,563.60	$ 2,563.60
87	Ross	ROS-PS-OGX	600 Watt Universal Power Supply for OGX Frame	1	$ 857.48	$ 857.48
88	Ross	ROS-FSB-OGX	OGX Frame Rear Support Brackets	1	$ 97.24	$ 97.24
89	Ross	ROS-MUX-8258-4C-R2C	HD/SD 4 Channel Analog audio Multiplexer with rear I/O	2	$ 1,679.60	$ 3,359.20
90	Ross	ROS-DMX-8259-4C-R2C	3G/HD/SD 4 Channel Analog Audio Demultiplexer with rear I/O	1	$ 1,679.60	$ 1,679.60
91	Ross	ROS-SRA-8802-R2	High Performance 3G Reclocking DA w/ Rear Module	1	$ 574.60	$ 574.60
92	Ross	ROS-UDA-8705A-R2	Analog Video Utility Distribution Amplifier with 20-Slot frame Rear Module, R2-8705	1	$ 424.32	$ 424.32
93	Ross	ROS-ADA-8405-C-R2C	Analog Audio and Timecode DA with Remote Gain w/ Rear Module	2	$ 530.40	$ 1,060.80
94			**Master Sync**			
95	Ross	ROS-SPG9000	SPG9000 Master Sync Generator by Telestream	1	$ 9,375.70	$ 9,375.70
96	Ross	ROS-SPG9000-GNSS	License - SPG9000, Enable internal GNSS receiver and time synchronization features	1	$ 1,453.30	$ 1,453.30
97	Ross	ROS-SPG9000-ACC-ANT	GPS Antenna for SPG8000A and SPG9000	1	$ 681.56	$ 681.56
98	Ross	ROS-SPG9000-PTP	License - SPG9000, Enable PTP (IEEE 1588) support on two ports	1	$ 3,146.16	$ 3,146.16
99	Ross	ROS-SPG9000-RACK	Rackmount kit for SPG9000	1	$ 522.44	$ 522.44
100	Ross	ROS-SPG9000-XLR	LTC / GPI Breakout Cable for SPG9000	1	$ 522.44	$ 522.44

101	Ross	ROS-SPG9000-DPW	SPG9000 - redundant power supply configuration option	1	$ 604.66	$ 604.66
102	Ross	ROS-SPG9000-PWR-CORD-NA-S15	SPG9000 - North America Power Cord, Straight 15A	1	$ -	$ -

Sub Total $ 191,920.17

Tax (10.50%) $ 20,151.62

Cables and Misc

#	Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
103	EIDIM		Cabling: lot	1	$ 5,525.00	$ 5,525.00
104	EIDIM		Conduit and Raceway	1	$ 3,315.00	$ 3,315.00
105	EIDIM		Electrical Works	1	$ 2,210.00	$ 2,210.00
106	EIDIM		Drywall patching, painting, and fire blocking	1	$ 1,105.00	$ 1,105.00
107	EIDIM		Miscellaneous	1	$ 3,315.00	$ 3,315.00

Sub Total $ 15,470.00

Tax (10.50%) $ 1,624.35

Labor

#	Manufacturer	Job Title	Description	QTY	Unit Price	Ext Price
108	EIDIM		•Design and Coordination •Remove existing equipment •Installation of Equipment •Engineering •Shop Drawings and Submittals •Project Management •Programming / Configuration	1	$ 118,773.00	$ 118,773.00
109	EIDIM		•Testing & Commissioning •User Training •Administration (man hours) •Documentation	1	$ 11,812.50	$ 11,812.50

Sub Total $ 130,585.50

Shipping

#	Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
110	EIDIM		Shipping Cost	1	$ 9,384.17	$ 9,384.17

Sub Total $ 9,384.17

Remote Access Service

#	Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
111	EIDIM		1st year - Required	1	$ 2,495.00	$ 2,495.00
112	EIDIM		2nd year	1	$ 2,619.75	$ 2,619.75
113	EIDIM		3rd year	1	$ 2,750.74	$ 2,750.74
114	EIDIM		4th year	1	$ 2,888.27	$ 2,888.27
115	EIDIM		5th year	1	$ 3,032.69	$ 3,032.69

Sub Total $ 2,495.00

Preventative Maintenace (1 annual visit)

#	Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
116	EIDIM		1st year (1 annual visit) - Required	1	$ 1,398.00	$ 1,398.00
117	EIDIM		Option 2nd year (1 annual visit)	1	$ 1,467.90	$ 1,467.90
118	EIDIM		Option 3rd year (1 annual visit)	1	$ 1,541.30	$ 1,541.30
119	EIDIM		Option 4th year (1 annual visit)	1	$ 1,618.36	$ 1,618.36

120	EIDIM		Option 5th year (1 annual visit)	1	$ 1,699.28	$ 1,699.28

Sub Total $ 1,398.00

Warranty Service

#	Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
121	EIDIM		One-year Platinum Service Level - Required	1	$ 8,678.27	$ 8,678.27
122	EIDIM		Extended 2nd year option	1	$ 9,112.19	$ 9,112.19
123	EIDIM		Extended 3rd year option	1	$ 9,567.79	$ 9,567.79
124	EIDIM		Extended 4th year option	1	$ 10,046.18	$ 10,046.18
125	EIDIM		Extended 5th year option	1	$ 10,548.49	$ 10,548.49

Sub Total $ 8,678.27

Quote Summary

Description	Amount
Hardware	$ 191,920.17
Cables & Misc	$ 15,470.00
Labor Cost	$ 130,585.50
Shipping	$ 9,384.17
Remote Access Service - 1 year	$ 2,495.00
Preventative Maintenance - 1 year	$ 1,398.00
Warranty Service - 1 year	$ 8,678.27

Sub Total $ 359,931.11

Estimated Tax $ 21,775.97

Total $ 381,707.08

EXHIBIT B
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Andrew W. Bang being first duly sworn, deposes and says:

1. That he/she is the President/CEO (Title of Office) of EIDIM Group, Inc. dba EIDIM Technology (Name of Company)

   hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

   Furnish and Install City Council Chamber Broadcast TV Production and Master Control Automated Playback System (Title of RFP);

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

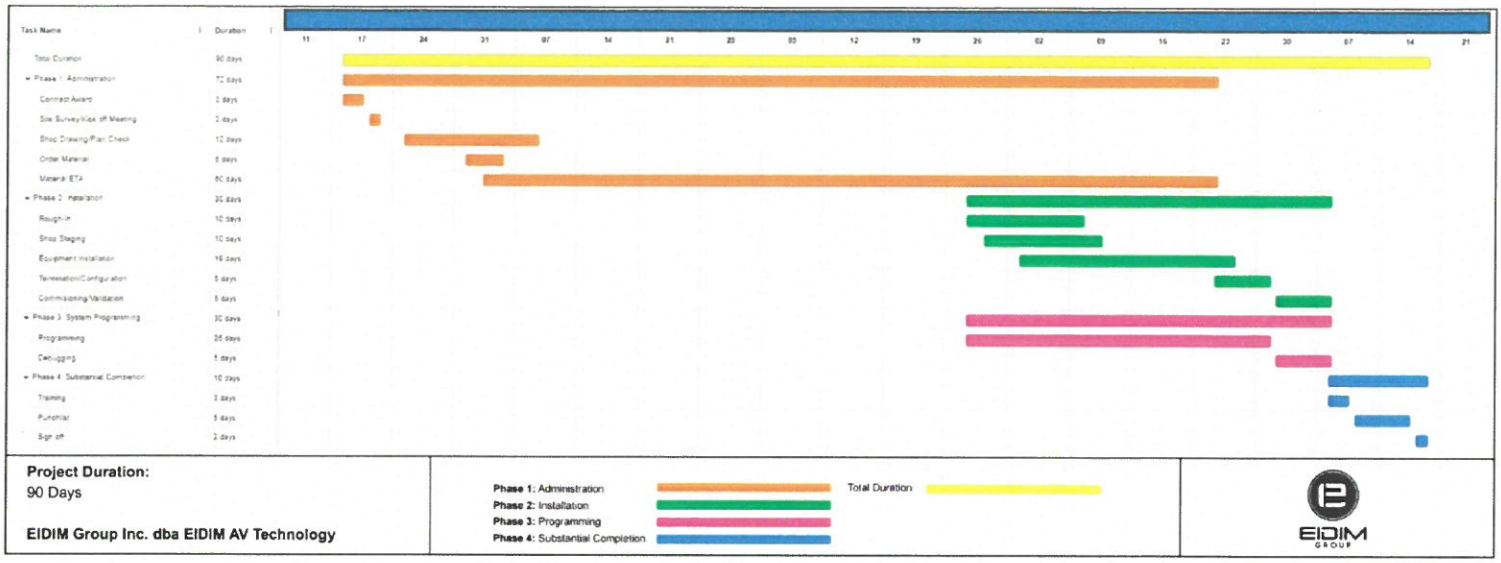
7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this 7th day of January, 20 26.

(Proposer Signature)

Estimated Project Schedule



NOTE: The project schedule reflected in the table above represents an **estimated duration of ninety (90) calendar days** and is provided for planning and informational purposes only. The schedule is subject to change due to factors beyond the Contractor's reasonable control, including but not limited to manufacturer lead times, equipment availability, backorders, shipping and logistics delays, permitting, site readiness, and coordination with other trades or third parties.

Notwithstanding the foregoing, based on the Contractor's experience with projects of similar scope and complexity, the Contractor typically completes such projects within a ninety (90) day timeframe and will use commercially reasonable efforts to perform the work in accordance with the estimated schedule. Any material adjustments to the schedule will be communicated in a timely manner.

ADDENDUM #1– RFP SCHEDULE OF EVENTS

Date of Addendum: November 13, 2025

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal

RPF SCHEDULE OF EVENTS

The RFP Schedule of Events submission requirements has been modified as noted herein, as follows:

1. City Issues RFP (Release Date)		11/06/25
2. Mandatory Site visit and Job Walk	**(10:30 AM)**	**12/04/25**
3. Deadline for Written Questions and Comments		**12/11/25**
4. City Issues Responses to Written Questions and Comments		**12/18/25**
5. Deadline for Submitting a Proposal	**(5:00 PM)**	**01/08/26**
6. City Completes Evaluations (Tentative)		**02/12/26**
7. Tentative Award of Contract (Tentative)		**03/02/26**

******Please be advised that the City will be closed between December 24, 2025, through January 1, 2026******

END OF ADDENDUM

Proposer's Signature: _____ Date: 01/07/2026

Proposer's Firm Name: EIDIM Group, Inc.

(Please submit this acknowledgement with your RFP)

Addendum Issued By: R. Felton Date: 11/13/2025
R.Felton, Deputy CM/HR Director

CITY OF LAWNDALE
Project: City Council Chamber Broadcast TV Production and Master Control
Automated Playback Systems
RFP No. BN-2512-012

City's Written Response and Comments to Questions
Thursday, December 18, 2025

QUESTIONS AND ANSWERS

1. Is the NOVA LCD1U19-17-8KVM-CO rack mounted KVM only to support the (3) Cablecast servers? ANSWER: Yes

2. What migration will be required from the existing Cablecast system to the new system? Will it be required to transfer all existing files, show records, and bulletins from the existing system. ANSWER: The intent is to migrate and transfer existing files, show records, and bulletin boards

3. Will the City continue to use the existing bulletin board format, or will they be looking to create a new template for one or both channels? ANSWER: We will be looking to create a new template for both channels, a refresh for our bulletin boards

4. What is the current skill level of the Cablecast users? ANSWER: The skill level of Cablecast users varies considerably, we have one team member who recently joined the department, they are more on the Beginner level of expertise, then we have Intermediate / Advanced as well. A wide spectrum of expertise and experience

5. What should be included for the line item "Turnkey System Accessory Package" ANSWER: This includes cabling, connectors and any rack requirements such as rails, shelves etc.

6. The "System Functional Summary" description includes "Camera / Robotics Systems", however this equipment isn't on the equipment list. Please confirm this upgrade should not be included in this project. ANSWER: There are NO Cameras to purchase, they are Owner Furnished but must be integrated.

7. Is there only a single 55" display used for Multiview? If so, should the 2nd Chief LTM1U be omitted from the design? ANSWER: Keep the cost, but this may go away before procurement

8. What is the current skill level of Ross Carbonite and Xpression users? The skill level of the Cable Team varies as we have a new hire who is just getting started using the Carbonite and Xpression, and then there are members who have utilized these tools for several years, Beginner to Intermediate / Advanced.

9. Is there a basic line drawing available to show generic signal flow for all of the included devices in this section? There seems to be an excessive amount of conversion cards, scalers, and USB peripherals that may not be needed. If not, shall bidders bid "as-is" and determine correct devices after the engineering process? ANSWER: Yes to be determined after engineering process.

10. The Dell Precision 3930 is no longer available. What will this PC be used for? Is it acceptable for the vendor to choose a suitable PC for the application. Is a rack mounted PC required, or can it be a PC on a shelf? ANSWER: Propose a Rackmount equivalent for Engineering, Browsing, downloads, software etc.

11. The AJA HELO is no longer available. Is the HELO PLUS an acceptable replacement? What streaming will this device be used for, as the Cablecast system will provide Live Streaming for the Cloud Driven Solutions requirement. ANSWER: Yes, Helo Plus for other destinations.

12. What will the IOGEAR GCL1808 8-Port 17" LCD Combo KVM Switch (1 RU) be used for?ANSWER: This will likely be replaced with a DVI version non rack-mount type connecting to Ross Xpression Engineering PC and any TV Production PC (cablecast kvm separate and inside the Rack).

13. Can all of the cabling and miscellaneous materials be included as a lump sum total and not individually line itemed in the pricing schedule? ANSWER: Yes as long as materials are shown as" included."

14. 10 hours of training will be included for the RFP. Can you please describe what level of training will be required? Will this mostly focus on the Ross or Cablecast system? ANSWER, yes, Ross & Cablecast devices. Level of Training within the department, from Beginner level for our recent new hire, to more Intermediate / Advanced for our other longer term personnel.

15. Can the City provide a **complete list or inventory** of the equipment to be removed? ANSWER: No, not at this time.

16. Will any existing equipment be **retained or repurposed**? ANSWER, No, equipment will not be retained or repurposed. However, we are keeping all furniture in the room, we are just replacing any needed rack hardware and support. Also, new power distribution units (or power strips) should be included in the materials budget. Vendors will please estimate costs based on the quantity of equipment.

17. Is this project **subject to California Prevailing Wage laws**, given that it includes demolition and new installation work? ANSWER: Yes.

18. Can the City provide a **budgetary range or not-to-exceed amount** allocated for this project to assist in aligning our scope and value engineering as needed? ANSWER: No, this is for the vendor to determine.

19. Are there **any liquidated damages or penalties** associated with project delays? ANSWER: No.

20. Is **Trade Agreements Act (TAA) compliance** required for all equipment and materials provided? ANSWER: No.

21. Does the City desire **remote access capability** for system monitoring or troubleshooting? If yes, should this be included as a **line item in the base proposal**, or as an **optional add-on**? ANSWER: Yes, for remote access capability, and as a line item in base proposal.

22. Please confirm the City's **desired email and phone support response time** for both during and after the warranty period (e.g., 1-hour callback, 4-hour email response, etc.). ANSWER: For email support response within 2-hours, for phone support response, 1-hour callback.

23. Please clarify whether **conduit and raceway installation for low-voltage cabling** is the responsibility of the Contractor. ANSWER: Yes.

24. Who will be responsible for **drywall patching, painting, and fire blocking** after AV system demolition? ANSWER: The contractor would be responsible.

25. Should the AV contractor include patch/paint or will this be handled by others? ANSWER: Yes, the AV contractor should include patch/paint in bid.

26. In the event of a **City-caused project delay** (e.g., scheduling conflicts, site access restrictions), will the contractor be allowed to **submit for increased overhead costs or schedule extensions**? ANSWER: No.

27. Will **free parking** be available to AV contractor staff and subcontractors during installation and service periods? ANSWER, yes, the City will provide free parking.

28. Please provide approximate **distance from the closest available loading zone to the job site/ rack room.** ANSWER: approximately 50 feet.

29. Is there **on-site storage space available** during staging and installation? ANSWER: Yes, City will provide on-site storage.

30. Please provide all available existing AV/Broadcast system drawings including rack elevations, signal flow diagrams, camera locations, cable routing, and termination details. The RFP references drawings to be provided during the job walk, but none were included in the bid package. ANSWER: Please see attached Exhibits A, B, C, and D.

31. Please provide the complete existing and proposed signal flow diagrams for the Council Chamber TV Broadcast and Master Control systems. ANSWER: Please see attached Exhibits A, B, C, and D.

32. Please provide the AV equipment location layout for all areas involved in the project, including control room, rack room, chamber floor, and camera positions. ANSWER: Please see attached Exhibit D.

33. Kindly confirm which existing devices, cabling, terminations, and infrastructure (racks, conduit, power, patch bays) are to remain in place and which must be removed as part of the demolition scope. ANSWER: Recent upgrades (A/V Council refresh) will remain in place.

34. The RFP lists coax cabling and BNC connectors but does not specify the camera make, model, control protocol, or robotic head requirements. Please provide the required camera specifications and the number of cameras to be supported. ANSWER: 5 Panasonic AW-HE40 HD/ SD Pan/ Tilt/ Zoom Cameras

35. Please clarify the method of integration expected with the AgendaLink Horizon system (API automation, CG overlay ingest, or operator-driven workflow). ANSWER: API Automation.

36. Please confirm whether new racks are required or if the existing racks will be reused. ANSWER: We would like to reuse the existing racks.

37. Please confirm whether the AV Contractor is responsible for providing any electrical work associated with this project, including new circuits, receptacles, or power upgrades for racks, servers, UPS units, or broadcast equipment. The RFP does not specify electrical scope. ANSWER: Yes, that is correct. Contractor will provide electrical work associated with project.

38. The RFP mentions interfacing with the existing chamber AV system. Please confirm whether reprogramming of the existing DSP, control system, or touchpanel interfaces is included in the project scope. ANSWER: Yes.

39. We would like to clarify whether these system groups constitute the entire upgrade scope, or if the City expects additional AV/Broadcast subsystems (beyond the list in Exhibit A) to be reviewed, upgraded, or replaced as part of this project. ANSWER: Yes, this constitutes the entire upgrade scope.

40. Please confirm whether the Bill of Materials (BOM) submitted with our proposal will be considered the final list of equipment to be procured and installed, or if the City intends to conduct a design review workshop with the selected vendor after award to refine system requirements, validate design intent, and finalize the complete equipment list. ANSWER: Yes.We will perform a Design Review before we award the contract.

41. Since the RFP states that only a "design-intent" is provided and that the selected vendor will develop a more detailed final design after award, it is possible that equipment quantities or system requirements may increase or decrease based on the collaborative design workshop. We would like to confirm if the final cost may be adjusted (through change orders or negotiated revisions) in the event that the finalized design requires additional equipment or labor not reflected in the original bid proposal. ANSWER: Based on your walkthrough and our proposal, try to the best of your abilities to create as accurate as possible bid.

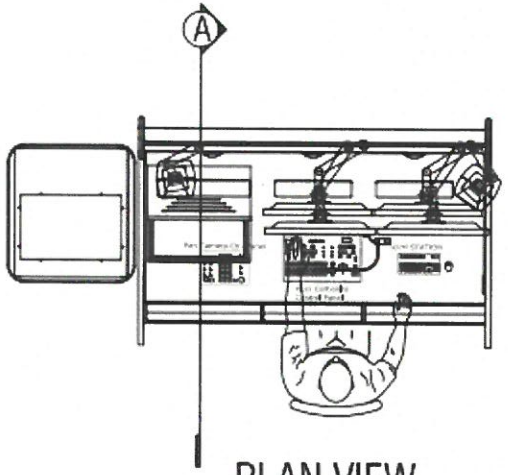
END OF QUESTIONS AND ANSWERS

Proposer's Signature: _____

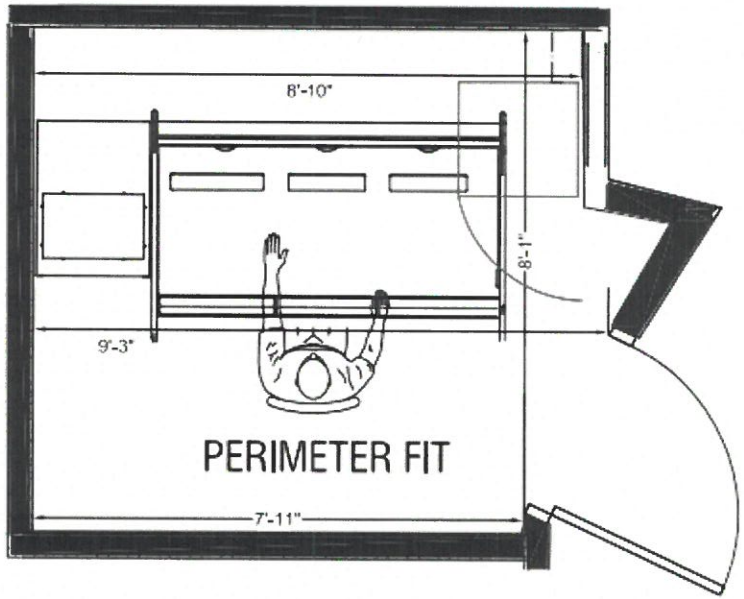
Proposer's Firm Name: EIDIM Group, Inc.

(Please submit this acknowledgement with your RFP)

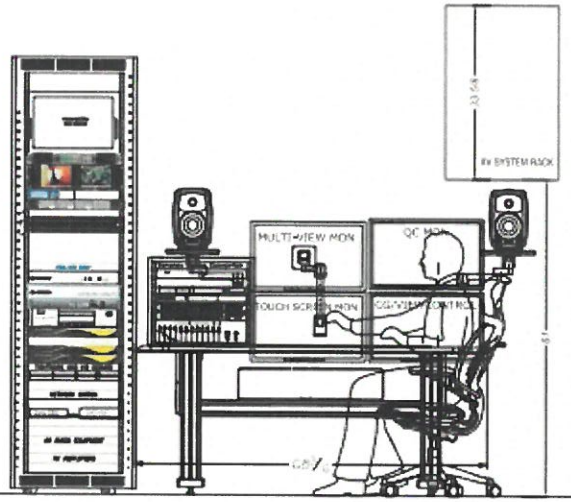
Exhibit A



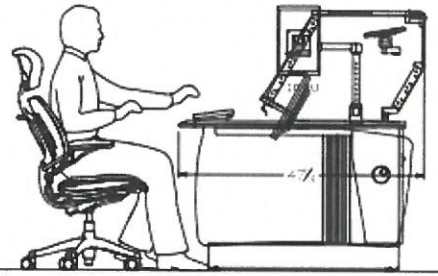
PLAN VIEW



PERIMETER FIT



ELEVATION



SECTION A

REV.	KEY
DATE	DATE
DESIGN BY	D. GOEBEL
FILE NAME	DWG
TITLE	CONSOLE_DRAWING
CLIENT	CITY_OF_LAWNDALE
DWG NO.	DWG#

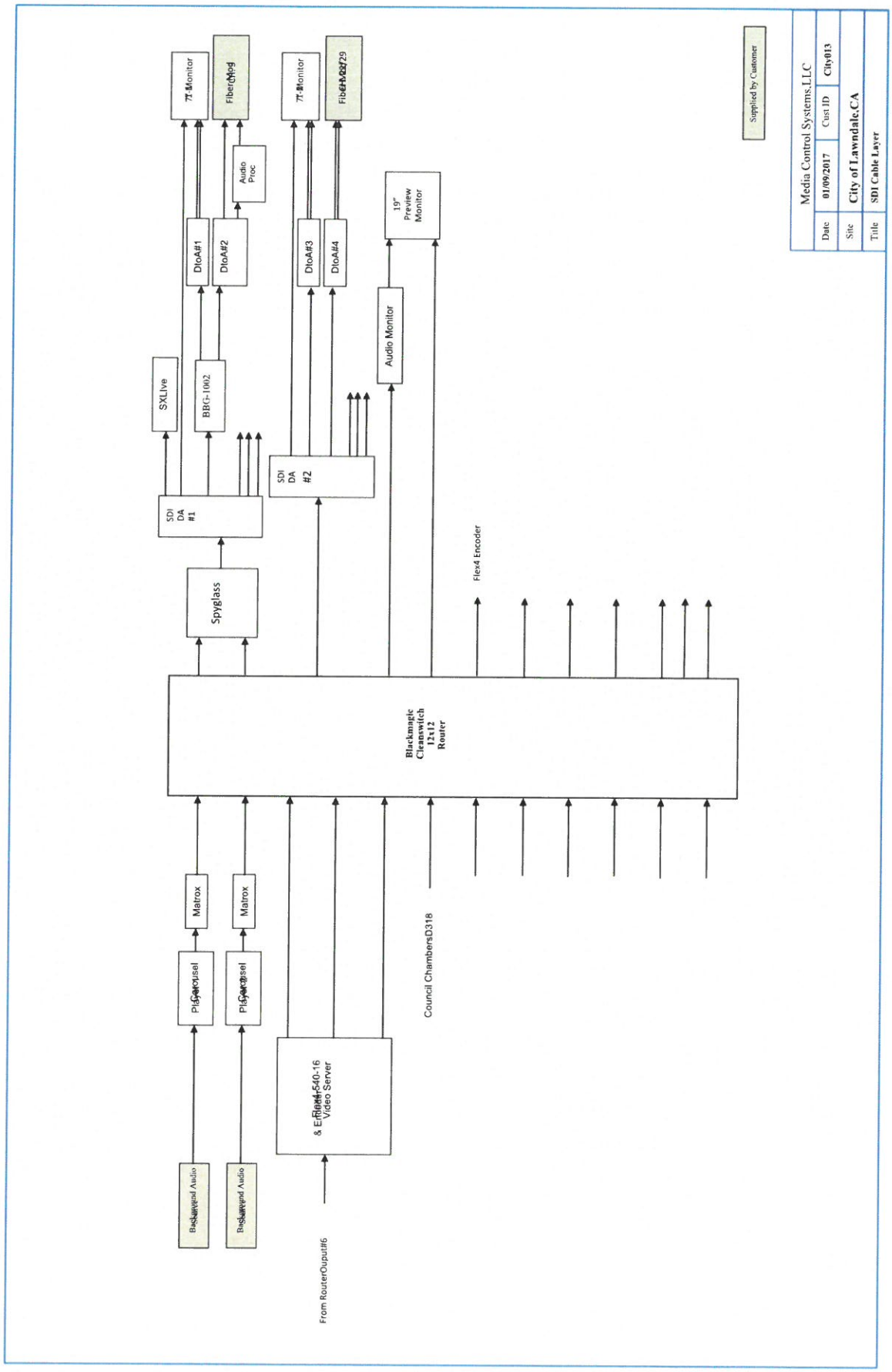

Media Control Systems,LLC
Date
01/09/2017
Cust ID
City013
Site
City of Lawndale,CA
Title
SDI Cable Layer
Supplied by Customer
Monitor
Audio Proc
DtoA#1
DtoA#2
DtoA#3
DtoA#4
19" Preview Monitor
SXLive
BBG-1002
Audio Monitor
SDI DA #1
SDI DA #2
Spyglass
Flex4 Encoder
Blackmagic Cleanswitch 12x12 Router
Matrox
Video Server
Council ChambersID318
From RouterOuput#6

Exhibit B



Product pictures may not be exact models proposed. Layout is for illustration purposes.

Exhibit C

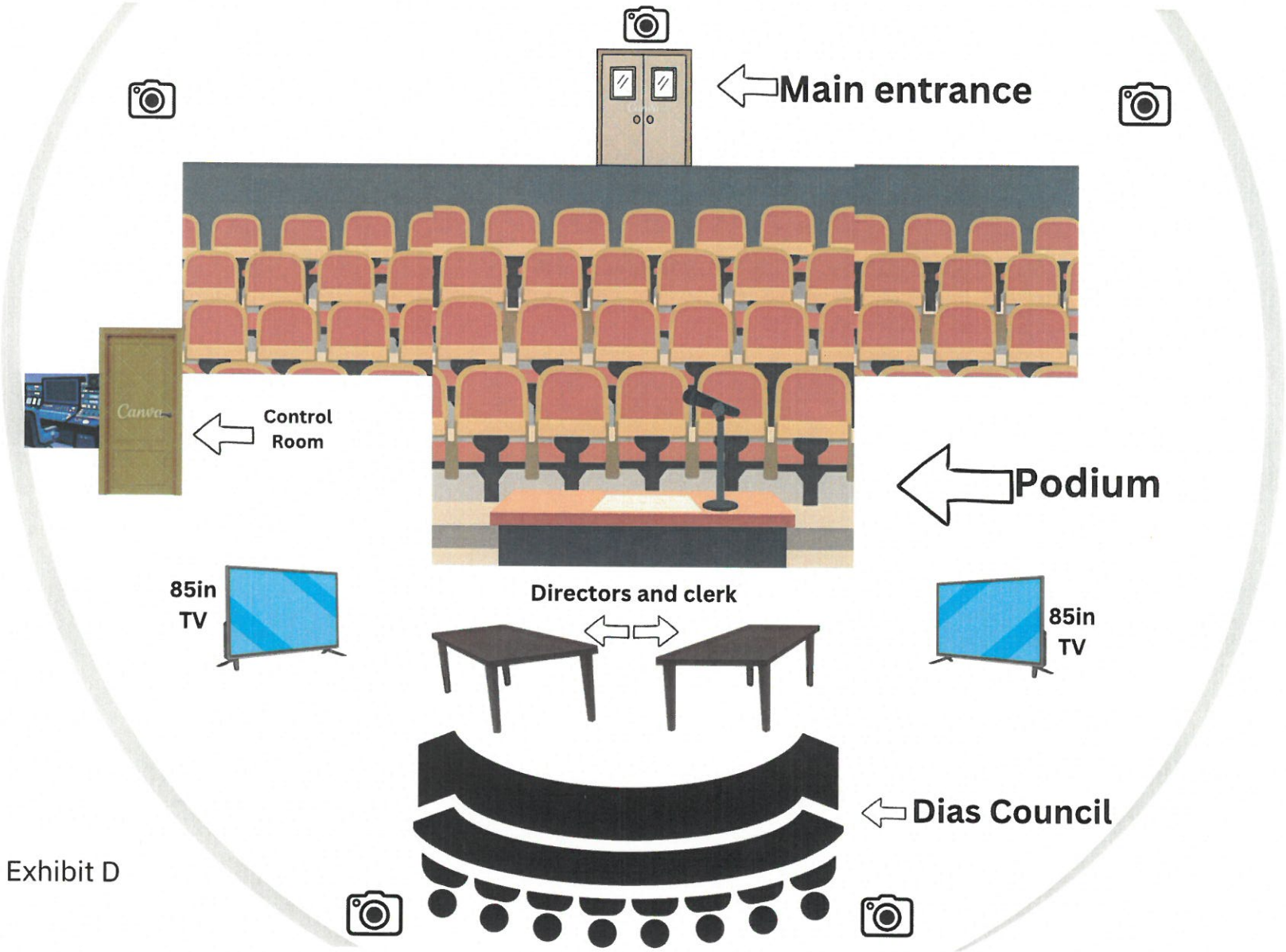

Main entrance
Control Room
Podium
85in TV
Directors and clerk
85in TV
Dias Council

Exhibit D

January 5, 2026

Pete Tufigno

Vice President

Tightrope Media Systems

Subject: Authorized **Cablecast** Reseller

To Whom it May Concern,

This letter is to certify that the following company is an authorized dealer of sales, services, warranty, and installation of Cablecast products:

Eidim Group

1015 S. Placentia Ave

Fullerton, California 92831

If you have further questions regarding the status of EIDIM Group as an authorized reseller for Cablecast products, please contact me at 612-840-2223.

Best Regards,



Pete Tufigno

Tightrope Media Systems

EIDIM Technology

1015 S Placentia Ave

Fullerton, CA 92831-5105

USA

1/8/2026

Letter of Authorization

TO WHOM IT MAY CONCERN

Ross powers live video productions for billions of global viewers daily with the industry's widest range of high-impact, high-efficiency solutions and services. Ross makes it easy to create compelling news, weather and sports broadcasts, engaging content for sports stadium screens, entertainment shows and rock concerts, educational institutions, legislative assemblies, corporate presentations and inspiring content for houses of worship. Ross solutions have impressed audiences and marketing partners worldwide. Ross provides an unrivalled range of products and services that includes cameras, real-time motion graphics, production switchers, robotic camera systems, augmented reality/virtual studios, video servers, infrastructure and routers, social media management, newsroom systems and live event production services. To learn more, visit rossvideo.com

EIDIM Technology is our **Authorized Reseller** approved by Ross Video to resell our products and installation services through our Distribution channel for this specific project. They have the full support of our company and continue to be in good standing.

Please contact me directly with any further questions.

Sincerely,



Erin Rice
Channel Management Director – North America
Email: erin.rice@rossvideo.com

ATTACHMENT B

Proposal from Western Audio Visual

ORIGINAL



City of Lawndale

Request for Proposals for

Furnish and Install City Council Chamber Broadcast TV Production and Master Control Automated Playback System

Attn: Raylette Felton, Deputy CM/HR Director

14717 Burin Avenue, Lawndale CA 90260

DUE: January 8th, 2026 by 5:00pm

Furnish and Install City Council Chamber Broadcast TV Control System and Master Control Automated Playback Server System

SECTION III - RFP PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

Western A/V	**www.wav1.com**
Name of Company	Website

1521 E. Orangethorpe Ave, Suite A
Address

Fullerton, CA, 92831
City/State/Zip Code

Hailey Schellin, Account Executive	**haileys@wav1.com**
Printed Name/Title of Contact	Email

714-637-7272
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation ✓ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

20 Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: 11/13/2025
Addendum No. 2 Date Received: 12/18/2025
Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this RFP.

Proposer's Information:

Contractor's License Number: 871609 Expiration date: 1/31/2026

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

1. Company Name: N/A

Address: N/A

Contractor's License Number: N/A Expiration date: N/A

Delivery:

What is the lead-time for delivery and installation? 10 Days/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
City of Manhattan Beach,	1400 Highland Avenue Manhattan Beach, CA 90266,	Miguel Guardado 310-802-5067
City of Carson	701 E. Carson Street, Carson, CA 90745	Gary Carter 310-952-1754
City of Cerritos	18125 Bloomfield Avenue, Cerritos, CA 90703	Aaron Benjamin 562-916-1370

EXHIBIT A

EQUIPMENT LIST

Proposer will complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

<See next document attached>

EXHIBIT A

2025|NOVEMBER

Equipment List Cost Proposal

City of Lawnale TV Broadcast Production

Master Control Automated Playback Project Cost Estimates

Video Presentation and Control

	Qty.	Make	Model	Description	Price	Extended
✓	1	TIGHTROPE	CBL-VIO4-800	Tightrope Cablecast VIO-4, 4 Channel, 10TB RAID5 Storage		$
✓	1	TIGHTROPE	CBL-VIOLITE-CG-SVR-800	Cablecast VIO CG Server / Bulletin Board Player, 2 SDI Channels		$
✓	1	TIGHTROPE	CBL-CGPLAYER-LIC	Cablecast CG Player Software License		$
✓	1	TIGHTROPE	CBL-STRUPG-20TB	10TB Storage Upgrade for Cablecast VIO and VOD Servers	Please see attached "Additional Pages" for a pricing summary.	$
✓	1	TIGHTROPE	CBL-LIVE-800	Tightrope Cablecast Live Streaming Server, 1 Stream		$
✓	1	BMD	BMD-VHUB-SMART6G1212 CleanSwitch	Black Magic Smart Videohub CleanSwitch 12/12/SDI Routing Switcher		$
✓	2	BMD	CONVMSDIDA4K	Black Magic SDI Distribution Amplifier		$
✓	1	BMD	BMD-HDL-AUDMON1RU12G	Black Magic Audio Monitor		$
✓	1	Marshall	ML-702	Marshall Dual 7" HD Monitor		$
✓	1	Marshall	V-LCD173HR	Marshall Dual 17" HD Monitor		$
✓	1		TSAP-1	Turnkey System Accessory Package		$
✓	1	NOVA	LCD1U19-17-8KVM-CO	17" LCD Monitor, Keyboard Drawer and 8 Port KVM		$
					SUBTOTAL	$ -

Systems Integration

Qty.	Make	Model	Description	Estimate Unit	Extended
1			System Integration, Installation and Training	Please see attached "Additional Pages" for a pricing summary.	
				SUBTOTAL	$ -

Video Presentation and Control	Please see attached "Additional Pages" for a pricing summary.	$
System Integration		$
Freight		$
TAX 10.5%		$
Master Control Automated Playback Project Total Estimate		$

Council Chamber Broadcast System Cost Estimates

Camera/Robotics Systems & Graphs

	Qty.	Make	Model	Description	Price	Extended
✓	1	Ross	Xpression	1 RU 1 Channel Rack Unit HD CG Chassis w/Keyboard		$
					SUBTOTAL	$ -

Switcher, Mixer and Monitoring Systems

	Qty.	Make	Model	Description	Price	Extended
✓	1	Ross	ULTRA Carbonite	Carbonite 2ru Frame with 24 HD inputs 10 outputs	Please see attached "Additional Pages" for a pricing summary.	$
✓	1	Ross	Touch Drive TD 1	Cabonite Switcher Control Panel		$
✓	4	Ross	CUF-PSU	CUF-PSU Standard Power Supply for Carbonite Ultra		$
✓	1	Mackie	Big Knob Passive	Studion Audio Monitor Speaker Controller		$
✓	1	BMD	HDLAUDMON1RU12G	Black Magic Audio Monitor 12G (1 RU)		$
✓	2	Genelec	8030CP	100w Studio Monitor near-field Console Speakers w mounts		$
✓	1	Plura	PBM-317-3G	17 Inch HD Broadcast Monitor 3G Ready Dual Display		$
	1	NEC	M551	MultiSync 55" Monitor HDR 4K UHD Commercial IPS LED < Sharp Professional PN-M552		$
✓	4	Dell	P2422H	23.8" 16:9 IPS Monitor wHDMI/DP/VGA		$
✓	2	Chief	XTM1U	Fusion Series Tilting Landscape wall mount		$
✓	4	Cust	Cust	Rack Console Monitor Arms		$
					SUBTOTAL	$ -

Terminal, Routing Hardware and Conversion

	Qty.	Make	Model	Description	Price	Extended
	1	Ross	SRG2200	Sync/Test Generator Master Signal Reference < Ross Video ROS-SPG-8260-R2	Please see attached "Additional Pages" for a pricing summary.	$
✓	1	Ross	OGX-FR-CN	Ross Open Gear 2RU Frame		$
✓	1	Ross	PS-OGX	Redundant Power Supply		$
✓	2	Ross	Mux-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card		$
✓	1	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card		$
✓	1	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card		$
✓	1	Ross	UDA-8705A-R2	1 x 8 Analog Distribution (for Genlock distro)		$
✓	2	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA		$
✓	2	Bittree	B64H-2MWTHD	Video Patch Panel mini-weco 2 x32 1.5ru		$
✓	1	Ross	KUMO-3232-R2	KUMO 3232 Compact 3G-SDI Router (2 RU)		$
✓	1	Ross	KUMO-CP	KUMO CP Remote Control Panel		$
✓	1	AJA	FS2	Dual Channel Frame Synchronizer		$
✓	1	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Coverter		$
✓	1	AJA	HA5	HDMI to HDSDI Video Converter		$
✓	1	AJA	Hi5	12G HD/SD-SDI to HDMI Video and Audio Converter		$
✓	1	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device		$
					SUBTOTAL	$ -

Networking and Recording Systems

Qty.	Make	Model	Description	Price	Extended
✓ 1	NETGEAR	GSM4248P-100NAS	AV Line M4250 GSM4248P 40-Port Gigabit PoE+ Compliant Managed AV Switch with SFP (480W)	Please see attached "Additional Pages" for a pricing summary.	
✓ 2	BMD	HYPERD/ST/DCHP	Blackmagic Design HyperDeck Studio HD Plus		
✓ 8	Sandisk	128GB PRO UHS-I	Extreme Pro SDXC Memory Cards		
				SUBTOTAL	$ -

Console Racks and Support Equipment

Qty.	Make	Model	Description	Price	Extended
					$
				SUBTOTAL	$ -

PC/Server Equipment, WEBSTREAMING

Qty.	Make	Model	Description	Price	Extended
✓ 1	Dell	Precision 3930	Rack Workstation Intel Xeon E-2246G 6 Core6 GB 500W Win11	Please see attached "Additional Pages" for a pricing summary.	
✓ 1	AJA	HELO	Webstreaming Devices		
				SUBTOTAL	$ -

KVM and UPS Equipment

Qty.	Make	Model	Description	Price	Extended
✓ 2	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect	Please see attached "Additional Pages" for a pricing summary.	
✓ 1	IOGEAR	GCL1808	8-Port 17" LCD Combo KVM Switch (1 RU)		
				SUBTOTAL	$ -

Camera/Robotics Systems & Graphs

Qty.	Make	Model	Description	Price	Extended
✓ 2	Belden	1505A-1000VI	Belden RG59 Digital Video Coax Cable 1000 ft Violet	Please see attached "Additional Pages" for a pricing summary.	$
✓ 1	Belden	1505A-1000YE	Belden RG59 Digital Video Coax Cable 1000 ft Yellow		$
✓ 2	Kings	2065-2-9-M66	Kings Electronics 75-Ohm BNC Connectors (100pk)		$
✓ 5	Ross	cuf-hdbnc-bnc	Ross HD Mini BNC Cable 20pk		$
✓ 1	Ross	Rack Rail Kit	SPG 4-Post Rack Rail Kit		$
✓ 1	*		RJ-45 CONNECTORS****		$
✓ 1	BMD	CONVNTRM/YA/RSU	Universal Rack Shelf (for Hyperdecks x2)		$
✓ 1	Panduit	PUP6XHD04BU-G	TX6A™ Copper Cable, Cat 6A, 23 AWG, UTP, Blue		$
					$
				SUBTOTAL	$ -

Systems Integration

Qty.	Make	Model	Description	Estimate Unit	Extended
1			Project Develoment, System Design, Drawings and Docs		
1			Installation of Systems and Equipment		
1			Onsite Commissioning and Programming of Systems		
1			System Training, 10 hours total, 2 separate days		
				SUBTOTAL	$ -

Please see attached "Additional Pages" for a pricing summary.

SUBTOTALS		
Camera/Robotics Systems & Graphics		$
Switcher, Mixer and Monitoring Systems		$
Terminal, Routing Hardware and Conversion		
Networking and Recording Systems		
Console Racks and Support Equipment		
PC/Server Equipment, WEBSTREAMING		
KVM and UPS Equipment		
Cable / Additional Misc Hardware		
System Integration		$
TAX 10.5%		$
Council Chamber Broadcast System Project Total Estimate		**$**

SUBTOTALS		
Master Control Automated Playback Project Total Estimate		**$**
Council Chamber Broadcast System Project Total Estimate		**$**
Total Estimate		

Additional Pages

Broadcast Upgrade

Quote Number: WAV-0354
Revision: 0
Proposal Date: 1/7/2026

Raylette Felton



Presented By:

Western Audio Visual & Security
1521 E. Orangethorpe, Suite A
Fullerton, CA 92831

Rachel Elizabeth
(909) 217-1565
rachele@wav1.com

Working With WAVS

OUR COMPANY PROFILE

LET US BE YOUR GAME CHANGER

Years in the Industry	Top Ranked Service	Million $+ Projects	Certifications
34	#1	25+	100+

Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems. While we are primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.

Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California and beyond.

Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.





Scope of Work

General – Western A/V & Security (WAVS) will install all components listed below to upgrade the Audio/Visual system. After completion of the project, as-built documentation will be delivered. This includes all drawings and electronic copies of all user manuals. Training sessions will be provided to all necessary personnel.

Master Control Automated Playback

Video Presentation and Control

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Blackmagic Design Blackmagic Audio Monitor 12G G3** Audio Monitor 12G G3	$1,438.89	$1,438.89
	2	**Blackmagic Design MINI CONVERTER - SDI DISTRIBUTION 4K**	$377.50	$755.00
	1	**Blackmagic Design SMART VIDEOHUB CLEANSWITCH 12X12**	$1,661.14	$1,661.14
	1	**Marshall Electronics ML-702** 7" Rackmountable monitor with 3G-SDI, HDMI, and Composite	$944.69	$944.69
	1	**Marshall Electronics V-LCD173HR** 17.3'' Professional LCD Rack Mount/Desktop Monitor	$1,289.09	$1,289.09
	1	**Nova LCD1U19-17-8KVM-co-usb** NOVA 1U 19" LCD console, TP, 8VGA/USB, black	$1,972.73	$1,972.73
	1	**Tightrope Media Systems CBL-CGPLAYER-LIC** Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day	$1,409.09	$1,409.09
	1	**Tightrope Media Systems CBL-LIVE-800** Cablecast Live Streaming Video Server	$3,909.09	$3,909.09
	1	**Tightrope Media Systems CBL-STRUPG-20TB** 10TB Storage Upgrade for Cablecast VIO and VOD Servers	$1,363.64	$1,363.64
	1	**Tightrope Media Systems CBL-VIO4-800** Cablecast VIO 4 Video Server - 10TB RAID5	$21,946.59	$21,946.59
	1	**Tightrope Media Systems CBL-VIOLITE-CG-SVR-800** Cablecast VIO Lite 800 for CG Only	$6,040.91	$6,040.91

Shipping, Handling & Consumables

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Cable and Connectors**	$412.50	$412.50
1	**Western AV Equipment Rack Hardware** Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$247.50	$247.50

Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Engineering & Drafting** Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		$1,266.64
1	**Western AV Project Management** Project Management costs include meetings, site walks, project coordination / scheduling etc.		$566.68
1	**Western AV: Closing & Commissioning** Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		$1,700.04
1	**Western AV: Programming** Programming costs include user interface designing, off-site and on-site programming.		$0.00
1	**Western AV: Installation Labor - PW** Installation Labor		$4,533.44

Equipment:	**$43,390.86**
Labor:	**$8,066.80**
G & A:	**$680.62**
Travel:	**$0.00**
Bond:	**$0.00**
Shipping:	**$827.27**
Electronic Waste:	**$0.00**

Master Control Automated Playback Subtotal Without Tax	**$52,965.55**

Council Chamber Broadcast System

Graphics

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Ross Video ROS-TRAVEL-PRE-001** Pre Paid Service Expense Trip 1	$3,522.73	$3,522.73
1	**Ross Video ROS-XPN-1RU-M9** XPression 1RU HD-SDI Chassis	$14,772.73	$14,772.73
1	**Ross Video ROS-XPN-KBD** XPression Custom Keyboard	$1,645.45	$1,645.45
1	**Ross Video ROS-XPR1-0001** XPression Prime - Single (SW Only)	$17,300.00	$17,300.00
1	**Ross Video ROS-XPRESSION-OTR-1DAY** XPression Operational Training - 1 Day	$2,250.00	$2,250.00

Switcher, Mixer and Monitoring Systems

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Blackmagic Design Blackmagic Audio Monitor 12G G3** Audio Monitor 12G G3	$1,438.89	$1,438.89
 2	**Chief XTM1U** Micro-Adjust Tilt Wall Mount X-Large	$336.17	$672.34
4	**Dell P2425H** 24 Plus Monitor	$187.49	$749.96
4	**Ergotron 45-241-026** LX Desk Monitor Arm (polished aluminum) with 2-Piece Clamp & Grommet Mount	$223.44	$893.76
 2	**Genelec 8030CP** 5" Studio Monitor, LF/ 50W & .75" HF/ 50W. ISS Power Management. Producer Finish	$874.45	$1,748.90
1	**Mackie Big Knob Passive Studio Monitor Controller (Gray)**	$79.53	$79.53
1	**Plura PBM-317-3G-V2** 17 Inch HD Broadcast Monitor 3G Ready Dual Display	$2,982.00	$2,982.00
1	**Ross Video ROS-CARBONITE-OTR-1DAY** Carbonite Operations Training - 1 Day	$2,250.00	$2,250.00
1	**Ross Video ROS-CUF-124** Carbonite Ultra Engine NO PSU Included	$11,477.27	$11,477.27

	4	**Ross Video ROS-CUF-PSU** Carbonite Ultra Standard Power Supply	$632.73	$2,530.92
	1	**Ross Video ROS-TD1-PANEL** TouchDrive 1 ME 15 XPT Panel	$10,072.73	$10,072.73
	1	**Sharp Professional PN-M552** 55" Ultra High Definition Professional Display	$1,845.45	$1,845.45

Terminal, Routing Hardware and Conversion

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**AJA HA5** HDMI to HDSDI Video Converter	$1,092.17	$1,092.17
	1	**AJA Hi5** 12G HD/SD-SDI to HDMI Video and Audio Converter	$1,092.17	$1,092.17
	1	**AJA KUMO-3232-R2** KUMO 32x32 Compact SDI Router	$5,776.51	$5,776.51
	1	**AJA KUMO-CP** CP Remote Control Panel	$1,155.30	$1,155.30
	1	**AJA ROI-HDMI** Region Of Interest HDMI to SDI Mini Coverter	$1,635.23	$1,635.23
	1	**AJA U-TAP-SDI** U-TAP USB 3.0 (3.2 Gen 1) Powered SDI Capture Device	$517.05	$517.05
	1	**AJA Video Systems FS2** Dual Channel Frame Synchronizer	$5,846.59	$5,846.59
	2	**Bittree B64H-2MWTHD** Mini-WECO (Midsize) Video Patchbay in 1.5 RU Height with 2x32 Jack Configuration, FullNormal, Terminating, Black	$1,366.19	$2,732.38
	12	**Bittree VPCM3600-75** VIDEO PATCHCORD 36" (BLACK) MINI WECO	$30.68	$368.16
	2	**Ross Video ROS-ADA-8405-C-R2C** Analog Audio and Timecode DA with Remote Gain w/ Rear Module	$545.45	$1,090.90
	1	**Ross Video ROS-DMX-8259-4C-R2C** 3G/HD/SD 4 Channel Analog Audio Demultiplexer with rear I/O	$1,727.27	$1,727.27
	2	**Ross Video ROS-MUX-8258-4C-R2C** HD/SD 4 Channel Analog audio Multiplexer with rear I/O	$1,727.27	$3,454.54
	1	**Ross Video ROS-OGX-FR-CN** openGear OGX Frame with Cooling and Advanced Networking	$2,636.36	$2,636.36
	1	**Ross Video ROS-PS-OGX** 600 Watt Universal Power Supply for OGX Frame	$881.82	$881.82

	1	**Ross Video ROS-SPG-8260-R2** Sync Pulse Generator including R2-8260 Rear Module	$2,636.36	$2,636.36
	1	**Ross Video ROS-SRA-8802-R2** High Performance 3G Reclocking DA w/ Rear Module	$590.91	$590.91
	1	**Ross Video ROS-UDA-8705A-R2** Analog Video Utility Distribution Amplifier with 20-Slot frame Rear Module	$436.36	$436.36

Networking and Recording Systems

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	2	**Blackmagic Design HYPERDECK STUDIO HD PLUS** HyperDeck Studio HD Plus	$772.22	$1,544.44
	1	**NETGEAR GSM4248P-100NAS** 40x1G PoE+ 480W and 8xSFP Managed Switch (Americas)	$2,147.73	$2,147.73
	8	**SanDisk 128GB Extreme PRO UHS-I** 128GB Extreme PRO UHS-I SDXC Memory Card	$34.08	$272.64

PC/Server Equipment, Webstreaming

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**AJA HELO Plus** Advanced Streamer & Recorder with 3G-SDI and HDMI	$2,210.23	$2,210.23
	1	**Dell FCS1250** Intel® Core™ Ultra 9 285 (36 MB cache, 24 cores, 24 threads, 1.9 GHz to 5.6 GHz, 65W) Windows 11 Pro Intel Integrated Graphics 32GB: 2 x 16 GB, DDR5, 5600 MT/s, ECC 1 TB, M.2 2280, TLC PCIe Gen4, SSD, SED Ready	$3,368.01	$3,368.01

KVM and UPS Equipment

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	2	**APC SMT750RM2UC** Smart-UPS 750VA, Rack Mount, LCD 120V with SmartConnect Port	$674.45	$1,348.90
	1	**IOGEAR GCL1808** 8-Port 17" LCD Combo KVM Switch	$1,129.32	$1,129.32

Shipping, Handling & Consumables

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Western AV Cable and Connectors**	$3,025.00	$3,025.00

1	**Western AV Equipment Rack Hardware** Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$962.50	$962.50
1	**Western AV Installing Hardware & Accessories** Installing Hardware & Accessories	$2,900.00	$2,900.00

Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Engineering & Drafting** Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		$5,066.56
1	**Western AV Project Management** Project Management costs include meetings, site walks, project coordination / scheduling etc.		$1,700.04
1	**Western AV: Closing & Commissioning** Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		$5,100.12
1	**Western AV: Programming** Programming costs include user interface designing, off-site and on-site programming.		$0.00
1	**Western AV: Installation Labor - PW** Installation Labor		$28,334.00

Equipment:	**$128,811.51**
Labor:	**$40,200.72**
G & A:	**$1,942.01**
Travel:	**$0.00**
Bond:	**$0.00**
Shipping:	**$3,540.67**
Electronic Waste:	**$0.00**

Council Chamber Broadcast System Subtotal Without Tax **$174,494.91**

LOCATION SUMMARY

Location	Installed Price
Master Control Automated Playback	$52,965.55
Council Chamber Broadcast System	$174,494.91
Project Subtotal without tax:	**$227,460.46**

SERVICE PLAN

Service & Preventative Miantenance	$4,305.00	Annually

Year 1: $4,305.00 (50% OFF) (INCLUDED IN BASE BID)
Year 2: $8,610.00
Year 3: $8,610.00
Year 4: $8,610.00
Year 5: $8,610.00

PROJECT SUMMARY

COST BREAKDOWN

Equipment:	$172,202.37
Labor:	$48,267.52
G & A:	$2,622.63
Travel:	$0.00
Bond:	$0.00
Shipping and Handling:	$4,367.94
Electronic Waste Recycling:	$0.00
Sales Tax:	$17,549.54
Project Subtotal:	$245,010.00
Service & Preventative Maintenance Contract	$4,305.00
Grand Total:	**$249,315.00**

PAYMENT TERMS

100% Equipment Upon Order, Progress Billing for Labor

Due to tariffs imposed on foreign products, prices are subject to increase without prior notice.

The sales tax is subject to change—in the event of a an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

City of Lawndale	**Raylette Felton**	**Date**
WAVS	**Hailey Schellin**	**Date**

EXHIBIT B
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Hailey Schellin being first duly sworn, deposes and says:

1. That he/she is the Account Executive of Western A/V
(Title of Office) (Name of Company)

   hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

   Furnish and Install City Council Chamber Broadcast TV Production and Master Control Automated Playback System – RFP NO. BN-2512-012;
   (Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

✓

Dated this 7th day of January, 20 26.

Hailey M. Schellin
(Proposer Signature)

EXHIBIT C

PROJECT DELIVERABLES

General Project Deliverables, not to supersede those specifications found herein, shall include, but not be limited to the following:

1. Project Schedule **3/16/26**
2. Design Drawings and Documentation (ACADs/PDF copies, cabling database) **3/30/26**
3. Final Equipment List/BOM (cost of materials with line-item totals) **3/30/26**
4. Installation Schedule (on/off site work) **3/23/26**
5. Equipment Procurement and on-sight delivery Estimated Timeline/Milestones **3/23/26**
6. Installation of all Equipment **4/13/26-5/6/26**
7. Execution and Oversite of Commissioning and Training including scheduling and communications **5/6/26-5/11/26**
8. System Performance and Testing **5/11/26-5/13/26**
9. Close-out Services including Punch-List Completion **5/13/26-5/15/26**
10. Delivery of Equipment Operational Manuals in Binders for all equipment **5/29/26**
11. Submittal of Software Programming for AV Control System, Audio DSP and others **5/29/26**
12. Warranty Offers of Manufacturers, Phone# and Contact Information **Provided on 5/29/26**
13. Vendor 2-year through 5-Year Ext. Warranty Costs for onsite Troubleshooting, Repair and Depot Service (describe all aspects of 5-year warranty offer) **Optional pricing is included in this bid. See attached "Service & Preventative Maintenance Contract". Year 1's warranty letter will be provided on 5/29/26.**

Service & Preventative Maintenance Contract

STANDARD WARRANTY

Western Audio Visual warrants the Audiovisual System furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of 1 Year from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to Western Audio Visual by the Owner or their agent.

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). Western Audio Visual will warranty this equipment for the term established by the manufacturer on a depot basis only.

Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

EXTENDED WARRANTY & MAINTENANCE AGREEMENT

Preventative Maintenance
An Western Audio Visual qualified technician shall perform pro-actively scheduled preventative maintenance for the Covered Equipment. All of the Covered Equipment will be cleaned, tested, adjusted, and aligned for optimum system performance. A written document shall be provided detailing all services performed, observations, new settings created, any recommendations for equipment replacement and/or upgrades, and any malfunctions found with our recommended solution upon completion of each such visit.

E-mail & Telephone Response Times
Requests for service & support submitted either via e-mail and/or telephone will receive a response or call-back within the response time guaranteed by the Program Level.

Telephone Technical Support
An Western Audio Visual qualified technician shall be available for telephone technical support during the normal business hours (PPM**) of Monday - Friday, 8:00 am - 5:00 pm.

On-site Technical Support Responses
For reported issues that cannot be resolved via technical telephone support, an Western Audio Visual qualified technician shall be available as required for an on-site technical response.

Responses requested by the Client outside of normal business hours (Non-PPM***) shall be charged at $180.00 per technician, per hour. There is a 3-hour minimum for each response outside of normal business hours.

EXTENDED WARRANTY & MAINTENANCE AGREEMENT (Continued...)

Complete Equipment Repair and/or Replacement*
If malfunctioning equipment is found to be the cause of a failure in the system, the equipment shall be repaired and/or replaced to keep the system in good working condition. In addition, all labor for the repair and/or replacement of the covered equipment is included. There shall be no charge for shipping to and from the manufacturer if shipped using standard ground shipping; the cost for expedited shipments shall be charged to Client at actual cost.

Manufacturer Software Updates/Upgrades
Manufacturer updates released to optimize equipment performance are installed and updated during either a technical support visit or regularly scheduled preventative maintenance visit.

Please note that Polycom & Cisco video-conferencing products require that an additional manufacturer support program be purchased for each product specifically in order to have full access to all software updates released. Software updates for such products will be chargeable if they are not covered under the additional manufacturer support program.

Optional User System Training
At client's request, Western Audio Visual will perform a basic system operation training to retrain core users, or educate new users. The trainings included are either annually or bi-annually, and are a 1-hour session each.

Manufacturer Repair Case Management
Western Audio Visual shall facilitate the repair and/or replacement of the equipment with the appropriate manufacturer.

Systems Operator
At client's request, Western Audio Visual will provide a knowledgeable technician familiar with the installed system to serve as a systems operator. The cost shall be at a discounted rate of $95.00 per technician, per hour during the normal business hours (PPM**) of Monday – Friday, 8:00 am - 5:00 pm, and/or $125 per technician, per hour outside of normal business hours (Non-PPM***).Labor for Projector Lamp Replacement

At client's request, Western Audio Visual will perform projector lamp replacements to ensure proper installation and exchange per the manufacturer's recommendations. The lamp life must be in excess of 90% the rated lamp life, or a lamp warning indication must be displayed. Lamp filters will be cleaned and lamp life timers will be reset as well. The customer is responsible for the cost and/or providing the replacement lamp.

Labor for Projector Lamp Replacement
At client's request, Western Audio Visual will perform projector lamp replacements to ensure proper installation and exchange per the manufacturer's recommendations. The lamp life must be in excess of 90% the rated lamp life, or a lamp warning indication must be displayed. Lamp filters will be cleaned and lamp life timers will be reset as well. The customer is responsible for the cost and/or providing the replacement lamp.

Notes:
*Some restrictions may apply, please see the exclusions for additional information.

**Principle Period of Maintenance (PPM): Defined as the normal business hours of Monday – Friday, 8:00 am – 5:00 pm (PST), excluding Western Audio Visual holidays.

***Non-Principle Period of Maintenance (Non-PPM): Defined as all hours outside of normal business hours, Monday – Friday, Saturdays, & Sundays.

For additional sites, rooms, and/or equipment that are not covered an Western Audio Visual service contract, a minimum fee of $210.00 will apply. This fee includes 2-hours of labor and travel. Each additional hour thereafter will be charged at $95.00.

EXTENDED WARRANTY PLANS

SERVICE PLUS BENEFITS

PROACTIVE PREVENTATIVE MAINTENANCE VISITS	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSE TIMES (PRINCIPLE PERIOD OF MAINTENANCE**)	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE**)	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE***)	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE***)	$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, $180.00 AFTER HOURS, $240.00 SAT. & SUN.
COMPLETE EQUIPMENT REPAIR AND/OR REPLACEMENT	INCLUDED
GROUND SHIPMENT	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONAL USER	INCLUDED
SYSTEM TRAINING	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	INCLUDED
MANUFACTURER REPAIR CASE MANAGEMENT	INCLUDED
SYSTEMS OPERATOR	$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR LAMPS	15% Discount

ADDENDUM #1– RFP SCHEDULE OF EVENTS

Date of Addendum: November 13, 2025

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal

RPF SCHEDULE OF EVENTS

The RFP Schedule of Events submission requirements has been modified as noted herein, as follows:

1.	City Issues RFP (Release Date)		11/06/25
2.	Mandatory Site visit and Job Walk	**(10:30 AM)**	**12/04/25**
3.	Deadline for Written Questions and Comments		**12/11/25**
4.	City Issues Responses to Written Questions and Comments		**12/18/25**
5.	Deadline for Submitting a Proposal	**(5:00 PM)**	**01/08/26**
6.	City Completes Evaluations (Tentative)		**02/12/26**
7.	Tentative Award of Contract (Tentative)		**03/02/26**

******Please be advised that the City will be closed between December 24, 2025, through January 1, 2026******

END OF ADDENDUM

Proposer's Signature: Hailey M. Schellin Date: 1/7/26

Proposer's Firm Name: Western A/V

(Please submit this acknowledgement with your RFP)

Addendum Issued By: R. Felton Date: 11/13/2025

R.Felton, Deputy CM/HR Director

CITY OF LAWNDALE
Project: City Council Chamber Broadcast TV Production and Master Control
Automated Playback Systems
RFP No. BN-2512-012

City's Written Response and Comments to Questions
Thursday, December 18, 2025

QUESTIONS AND ANSWERS

1. Is the NOVA LCD1U19-17-8KVM-CO rack mounted KVM only to support the (3) Cablecast servers? ANSWER: Yes

2. What migration will be required from the existing Cablecast system to the new system? Will it be required to transfer all existing files, show records, and bulletins from the existing system. ANSWER: The intent is to migrate and transfer existing files, show records, and bulletin boards

3. Will the City continue to use the existing bulletin board format, or will they be looking to create a new template for one or both channels? ANSWER: We will be looking to create a new template for both channels, a refresh for our bulletin boards

4. What is the current skill level of the Cablecast users? ANSWER: The skill level of Cablecast users varies considerably, we have one team member who recently joined the department, they are more on the Beginner level of expertise, then we have Intermediate / Advanced as well. A wide spectrum of expertise and experience

5. What should be included for the line item "Turnkey System Accessory Package" ANSWER: This includes cabling, connectors and any rack requirements such as rails, shelves etc.

6. The "System Functional Summary" description includes "Camera / Robotics Systems", however this equipment isn't on the equipment list. Please confirm this upgrade should not be included in this project. ANSWER: There are NO Cameras to purchase, they are Owner Furnished but must be integrated.

7. Is there only a single 55" display used for Multiview? If so, should the 2nd Chief LTM1U be omitted from the design? ANSWER: Keep the cost, but this may go away before procurement

8. What is the current skill level of Ross Carbonite and Xpression users? The skill level of the Cable Team varies as we have a new hire who is just getting started using the Carbonite and Xpression, and then there are members who have utilized these tools for several years, Beginner to Intermediate / Advanced.

9. Is there a basic line drawing available to show generic signal flow for all of the included devices in this section? There seems to be an excessive amount of conversion cards, scalers, and USB peripherals that may not be needed. If not, shall bidders bid "as-is" and determine correct devices after the engineering process? ANSWER: Yes to be determined after engineering process.

10. The Dell Precision 3930 is no longer available. What will this PC be used for? Is it acceptable for the vendor to choose a suitable PC for the application. Is a rack mounted PC required, or can it be a PC on a shelf? ANSWER: Propose a Rackmount equivalent for Engineering, Browsing, downloads, software etc.

11. The AJA HELO is no longer available. Is the HELO PLUS an acceptable replacement? What streaming will this device be used for, as the Cablecast system will provide Live Streaming for the Cloud Driven Solutions requirement. ANSWER: Yes, Helo Plus for other destinations.

12. What will the IOGEAR GCL1808 8-Port 17" LCD Combo KVM Switch (1 RU) be used for?ANSWER: This will likely be replaced with a DVI version non rack-mount type connecting to Ross Xpression Engineering PC and any TV Production PC (cablecast kvm separate and inside the Rack).

13. Can all of the cabling and miscellaneous materials be included as a lump sum total and not individually line itemed in the pricing schedule? ANSWER: Yes as long as materials are shown as" included."

14. 10 hours of training will be included for the RFP. Can you please describe what level of training will be required? Will this mostly focus on the Ross or Cablecast system? ANSWER, yes, Ross & Cablecast devices. Level of Training within the department, from Beginner level for our recent new hire, to more Intermediate / Advanced for our other longer term personnel.

15. Can the City provide a **complete list or inventory** of the equipment to be removed? ANSWER: No, not at this time.

16. Will any existing equipment be **retained or repurposed**? ANSWER, No, equipment will not be retained or repurposed. However, we are keeping all furniture in the room, we are just replacing any needed rack hardware and support. Also, new power distribution units (or power strips) should be included in the materials budget. Vendors will please estimate costs based on the quantity of equipment.

17. Is this project **subject to California Prevailing Wage laws**, given that it includes demolition and new installation work? ANSWER: Yes.

18. Can the City provide a **budgetary range or not-to-exceed amount** allocated for this project to assist in aligning our scope and value engineering as needed? ANSWER: No, this is for the vendor to determine.

19. Are there **any liquidated damages or penalties** associated with project delays? ANSWER: No.

20. Is **Trade Agreements Act (TAA) compliance** required for all equipment and materials provided? ANSWER: No.

21. Does the City desire **remote access capability** for system monitoring or troubleshooting? If yes, should this be included as a **line item in the base proposal**, or as an **optional add-on**? ANSWER: Yes, for remote access capability, and as a line item in base proposal.

22. Please confirm the City's **desired email and phone support response time** for both during and after the warranty period (e.g., 1-hour callback, 4-hour email response, etc.). ANSWER: For email support response within 2-hours, for phone support response, 1-hour callback.

23. Please clarify whether **conduit and raceway installation for low-voltage cabling** is the responsibility of the Contractor. ANSWER: Yes.

24. Who will be responsible for **drywall patching, painting, and fire blocking** after AV system demolition? ANSWER: The contractor would be responsible.

25. Should the AV contractor include patch/paint or will this be handled by others? ANSWER: Yes, the AV contractor should include patch/paint in bid.

26. In the event of a **City-caused project delay** (e.g., scheduling conflicts, site access restrictions), will the contractor be allowed to **submit for increased overhead costs or schedule extensions**? ANSWER: No.

27. Will **free parking** be available to AV contractor staff and subcontractors during installation and service periods? ANSWER, yes, the City will provide free parking.

28. Please provide approximate **distance from the closest available loading zone to the job site/ rack room**. ANSWER: approximately 50 feet.

29. Is there **on-site storage space available** during staging and installation? ANSWER: Yes, City will provide on-site storage.

30. Please provide all available existing AV/Broadcast system drawings including rack elevations, signal flow diagrams, camera locations, cable routing, and termination details. The RFP references drawings to be provided during the job walk, but none were included in the bid package. ANSWER: Please see attached Exhibits A, B, C, and D.

31. Please provide the complete existing and proposed signal flow diagrams for the Council Chamber TV Broadcast and Master Control systems. ANSWER: Please see attached Exhibits A, B, C, and D.

32. Please provide the AV equipment location layout for all areas involved in the project, including control room, rack room, chamber floor, and camera positions. ANSWER: Please see attached Exhibit D.

33. Kindly confirm which existing devices, cabling, terminations, and infrastructure (racks, conduit, power, patch bays) are to remain in place and which must be removed as part of the demolition scope. ANSWER: Recent upgrades (A/V Council refresh) will remain in place.

34. The RFP lists coax cabling and BNC connectors but does not specify the camera make, model, control protocol, or robotic head requirements. Please provide the required camera specifications and the number of cameras to be supported. ANSWER: 5 Panasonic AW-HE40 HD/ SD Pan/ Tilt/ Zoom Cameras

35. Please clarify the method of integration expected with the AgendaLink Horizon system (API automation, CG overlay ingest, or operator-driven workflow). ANSWER: API Automation.

36. Please confirm whether new racks are required or if the existing racks will be reused. ANSWER: We would like to reuse the existing racks.

37. Please confirm whether the AV Contractor is responsible for providing any electrical work associated with this project, including new circuits, receptacles, or power upgrades for racks, servers, UPS units, or broadcast equipment. The RFP does not specify electrical scope. ANSWER: Yes, that is correct. Contractor will provide electrical work associated with project.

38. The RFP mentions interfacing with the existing chamber AV system. Please confirm whether reprogramming of the existing DSP, control system, or touchpanel interfaces is included in the project scope. ANSWER: Yes.

39. We would like to clarify whether these system groups constitute the entire upgrade scope, or if the City expects additional AV/Broadcast subsystems (beyond the list in Exhibit A) to be reviewed, upgraded, or replaced as part of this project. ANSWER: Yes, this constitutes the entire upgrade scope.

40. Please confirm whether the Bill of Materials (BOM) submitted with our proposal will be considered the final list of equipment to be procured and installed, or if the City intends to conduct a design review workshop with the selected vendor after award to refine system requirements, validate design intent, and finalize the complete equipment list. ANSWER: Yes.We will perform a Design Review before we award the contract.

41. Since the RFP states that only a “design-intent” is provided and that the selected vendor will develop a more detailed final design after award, it is possible that equipment quantities or system requirements may increase or decrease based on the collaborative design workshop. We would like to confirm if the final cost may be adjusted (through change orders or negotiated revisions) in the event that the finalized design requires additional equipment or labor not reflected in the original bid proposal. ANSWER: Based on your walkthrough and our proposal, try to the best of your abilities to create as accurate as possible bid.

END OF QUESTIONS AND ANSWERS

Proposer’s Signature: Hailey M. Schell

Proposer’s Firm Name: Western A/V

(Please submit this acknowledgement with your RFP)

ATTACHMENT C

Contract Services Agreement - Western Audio Visual

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

FURNISH AND INSTALL CITY COUNCIL CHAMBER BROADCAST TV CONTROL SYSTEM AND MASTER AUTOMATED PLAYBACK SERVICE SYSTEM – WESTERN AUDIO VISUAL

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of March, 2026, by and between the City of Lawndale, a municipal corporation ("City"), and Western Audio Visual, a California Subchapter S Corporation ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor 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. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional 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 extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation

must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars ($_____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and

resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than September 30, 2026.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Hailey Schellin is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

(a) Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of $1,000,000.00 insurance in an amount not less than $2,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except

for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

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

6.2 Records. Contractor shall keep, and require subcontractors to 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 performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor 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 such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may 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. Contractor, its officers, employees, or agents, may 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 services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents 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 services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 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 Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor 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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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 or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability 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 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 Corporate 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Western Audio Visual,
California Subchapter S Corporation

By: _____
Name: Catherine Schellin
Title: President

By: _____
Name: Jay Schellin
Title: Chief Financial Officer

Address: 1521 East Orangethorpe Avenue, Suite A
Fullerton, CA, 92831

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will design all systems, furnish specified equipment and materials, and provide all installation labor, programming, adjustments, and training for the Broadcast TV Control System and Master Automated Playback Service System according to the Equipment List in the City's Request for Proposals for this project (RFP) including the Project Deliverables. The RFP and Addendums are attached hereto and incorporated herein as Exhibit "A-1".

Consultant's work includes all demolition of the City's existing Broadcast TV Control System and Master Automated Playback Service System and installation of the new, including new wiring, new components, all new software and computer interfacing, programming, testing, interfacing with the existing A/V System. Installation will include mounting, attachment, anchoring of new equipment and the use of new materials necessary for completion of the project, as well as all commissioning and training as stipulated in the RFP. Consultant will demonstrate by specified tests that all components and the completed systems meet the specifications and performance required, to the satisfaction of the City.

Consultant will furnish all labor, tools, supporting hardware, transportation and delivery for the procurement, assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware, and equipment as needed for the full and complete implementation of the project to the City's satisfaction.

A design review meeting to discuss the project will occur immediately upon award of the contract. A design-intent is described in the specifications herein and therefore requires a subsequent analysis of the design-intent by the Consultant to ensure full understanding and begin the process of a complete detailed design specifications. Upon completion of subsequent analysis of the project design, Consultant will provide the analysis to the City to ensure both parties full understanding of the design specifications and intent. This meeting between Consultant and the City will occur within 10 days of contract award.

General Technical Objectives of the installation include furnishing all labor, tools, supporting hardware, transportation and delivery for the procurement, assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware, equipment as specified in the Equipment List.

Additionally, this installation includes existing devices and systems to be interfaced with the Broadcast TV Control System and Master Automated Playback Service System, including AV Broadcast TV Productions Systems connecting City Council Chamber AV Technology, inbound and outbound Video and Audio signals.

Summary of Technical Objectives:

1. The Broadcast TV Control System and Master Automated Playback Service System upgrade project shall include furnishing and installing high performance chassis with keyboard, video switchers and control panel, Character Generator, network recorders, mixers, web streaming devices, desktop, rack system, monitors, Multiview, and other equipment as indicated in attached Exhibit "A-1" "Exhibit A- Equipment List."

2. The City's TV Master Control Automated Playback System upgrade includes furnishing and installing (Tightrope) Cablecast storage, streaming server, player, switchers, video and audio displays, routers and other hardware and software equipment as indicated in attached Exhibit "A-1" "Exhibit A- Equipment List."

3. These systems and their functional intent are generally described by the specifications herein including the Exhibit "A-1" "Exhibit A- Equipment List."

4. The system shall primarily be of high-resolution and maximum image quality based on minimum of High-Definition digital video throughput with embedded digital audio interfacing as necessary and primarily digital signal paths and interface with AV System through analog audio sends.

5. The TV Broadcasting Production system shall integrate with existing Agenda and Minutes Management System (AgendaLink Horizon) and allow for seamless and user-friendly integration with all major web conferencing systems including MS Teams, Zoom, and/or other web conferencing or audio-conferencing applications. The system shall accommodate multiple web-conferencing participants from multi-platforms.

6. The System will be capable of providing closed captioning using hardware and subscription services.

7. Additionally, this installation includes existing new AV devices and systems to be interfaced with the Broadcast Production and On-Air Playback Systems including connecting the incoming AV Technology System with HD Video and Audio. While the AV System and the Broadcast Production and On-Air Playback Systems are independent systems, they occupy similar technical spaces so care must be taken when installing new system to do no harm to the existing AV Technology System.

System Functional Summary:

1. The City Council Production Broadcast System upgrade includes new Camera/ Robotics Systems and Graphic Controls, Switcher, Mixer and Monitoring Systems, Terminal, Routing Hardware and Conversion, Networking and Recording Systems, Console Racks and Support Equipment, PC/Server Equipment, Web Streaming technology, Uninterruptible Power Supply power backup devices, Cables, and miscellaneous hardware.

2. The Cablecast (Tightrope) Automated On-Air Playback Server System will be installed to improve the overall broadcast and distribution of City Council sessions and various media to the citizens of Lawndale. The Cablecast (Tightrope) Automated On-Air Playback Server System is an automated tool for managing City Council Meetings by streamlining the creation, scheduling, and playback of digital media.

3. The On-Air Playback Server System allows for seamless integration of video content, enabling the efficient creation of meeting agendas and video files. The system's powerful scheduling feature ensures that meeting footage is played at the correct time, automatically triggering the right media in the right sequence. This eliminates the need for manual intervention, making it ideal for City Council meetings where accuracy and timely delivery are essential. Additionally, it supports the smooth integration of graphics, announcements, and other media, enhancing the viewing experience for constituents while maintaining a professional and organized presentation of city business.

4. The Tightrope Cablecast system offers a comprehensive solution for the City by enabling the broadcasting of City Council meetings on local cable Spectrum Channel 3, also providing livestreaming capabilities directly through the city's website for wider accessibility. Additionally, Cablecast allows for the creation and management of digital bulletin boards on Spectrum Channel 22 that display important community announcements, emergency updates, and public service information. This system ensures that citizens stay informed in real-time while also fostering transparency and engagement through easily accessible and visually appealing content across multiple platforms.

EXHIBIT “A-1”

EQUIPMENT LIST

RFP and Addendums

EXHIBIT "A-1"

Request for Proposals to Furnish and Install City Council Chamber Broadcast TV Control System and Master Automated Playback Server System (BN-2512-012) AND Addendum's

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA 90260

RFP NO. BN-2512-012

Request for Proposals (RFP) to
Furnish and Install City Council Chamber Broadcast TV Production and Master Control Automated Playback System

PROPOSAL SUBMITTAL INFORMATION

PLACE:	CITY OF LAWNDALE Yvette Palmo, Assistant City Clerk City Clerk's Office 14717 Burin Avenue. Lawndale, CA 90260
DEADLINE:	**5:00 PM**, **Thursday, December 18, 2025**

The ***ORIGINAL SIGNED AND 1 ELECTRONIC COPY*** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title. The electronic copy must be provided in Portable Data Format (.pdf) and submitted to cityclerk@lawndale.ca.gov with a copy to ypalomo@lawndale.ca.gov.

ORIGINAL SIGNED PROPOSAL MUST BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All submitted Proposals must include the following components:
• A completed copy of the Vendor's Responses form (Section III of this document). If additional space is required, attach additional pages. • A signed Proposer's Affidavit (Exhibit C) • A Proposed Project Timeline (a sample is set forth on Exhibit B)
Prior to the award of a Contract Services Agreement
• Proof of a City of Lawndale Business License. • Proof of insurance as indicated in the terms and conditions of this RFP document.

Any questions regarding this RFP should be directed to:
Raylette Felton, Deputy CM/HR Director
Email: rfelton@lawndale.ca.gov
AND
Micah Cohler, Cable Television Supervisor
EMAIL: mcohler@lawndale.ca.gov

Notice of Mandatory Pre-Proposal Meeting:

The City will conduct a mandatory briefing session and job walk for prospective proposers on:

Thursday, November 13, 2025, at 10:30 a.m.

City of Lawndale, City Council Chamber, 14717 Burin Avenue, Lawndale CA 90260

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA 90260

RFP NO. BN-2512-012

RFP to Furnish and Install City Council Chamber Broadcast TV Production and Master Control Automated Playback Systems

SECTION I - RFP INSTRUCTIONS AND INFORMATION

Definitions:

The following meanings are intended for the following words when used in these specifications. The word "City" means the City of Lawndale. The words "Proposer" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof. "Successful Proposer" means the Proposer, Vendor or Contractor will be awarded the contract. The words "purchase agreement", "contract", ""blanket contract" mean the contract services agreement between the Successful Proposer and the City for the purchase of goods and services.

RFP Schedule of Events:

The RFP Schedule of Events, represents the City's best estimate of the schedule to be followed. Unless otherwise specified, the time-of-day deadline for the following events will be 5:00 PM PST.

The City reserves the right, at its sole discretion, to adjust this schedule as deemed necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers.

1.	**City Issues RFP (Release Date)**		**11/06/25**
2.	**Mandatory Site visit and Job Walk**	**(10:30 AM)**	**11/13/25**
3.	**Deadline for Written Questions and Comments**		**11/20/25**
4.	**City Issues Responses to Written Questions and Comments**		**12/04/25**
5.	**Deadline for Submitting a Proposal**	**(5:00 PM)**	**12/18/25**
6.	**City Completes Evaluations (Tentative)**		**01/15/26**
7.	**Tentative Award of Contract**		**02/02/26**

******Please be advised that the City will be closed between December 24, 2025, through January 1, 2026******

Proposal Form:

Each proposal must be made on the form provided for that purpose herein, enclosed in a sealed envelope, and marked "**RFP NO. BN-2512-012- to Furnish and Install City Council Chamber Broadcast TV Production and Master Control Automated Playback Systems"** and addressed to:

City of Lawndale
City Clerk's Office
Attention: Yvette Palomo
14717 Burin Avenue
Lawndale, CA 90260

If the proposal is made by an individual, it must be signed by that individual, and an address, email, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by

the person(s) authorized to execute agreements and bind the entity to sign contracts. A full business address, email, telephone (and fax number if available) must be given. No faxed or telephonic proposals will be considered.

Any unauthorized conditions, limitations, or provisos attached to a proposal may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the RFP form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening Proposals. Revisions and amendments, if any, will be announced by the issuance of an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City will postpone the opening date.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP become the property of the City upon receipt by the City.

Affidavit:

An affidavit form is enclosed as Exhibit C. This form must be completed and executed to demonstrate that the Proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the Proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposer or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any Proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of Proposals:

City staff will use the following priorities (which includes costs) in determining which Proposal best meets the needs of the City. The City will be the sole determiner of suitability of a Proposal to the City's needs.

- Proposals will be rated according to their completeness and understanding of the City's needs
- Conformance to the requirements of the specifications
- Prior experience with comparable projects, deliverables
- Recent Annual AV Industry certifications and relationships with Manufacturers including Cablecast, and others who may be a part of the design (verifiable certifications)
- Cost or final Price of Proposal inclusive of all Scope of Work and both itemized and total price of goods
- Quality of the material (equipment) or services offered
- References showing experience or the proven ability, capacity and skill of the Proposer to perform the required duties and provide the materials and services
- The capacity of the Proposer to perform or provide the service promptly, within the time specified, and without delay or interference.
- The ability of the Proposer to develop a system to the satisfaction of the City in a timely manner
- The ability of the Proposer to provide future diagnostics, maintenance, or repair services as may be required

The City will have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above.

Errors and Omissions:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its Proposal. Full instructions will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, the information and specifications of this document, investigate the conditions to be encountered, and the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Brand Names:

Wherever brand, manufacturer, product names or numbers are indicated in these specifications, they are included for the purpose of establishing a type, quality and functionality of the product required, unless the description specifically says NO SUBSTITUTE. Line-item, manufacturer, manufacturer's model number and description must be provided. A demonstration where alternative items being proposed meet or exceed those specified will be required. Any design changes necessary to complete the installation when alternative items are proposed will be the sole responsibility of the Proposer. The City will be the sole judge of the relative merits of any comparative products proposed.

Delivery:

Inside Delivery Required. It is the responsibility of the Proposer to provide all equipment and labor necessary to unload the shipment as directed by the City. The City may refuse shipment if delivery does not comply with this requirement. All deliveries of such items to be furnished must be made to job sites or City warehouses within the boundaries of the City.

Prices in the Proposal are to be FOB (free on board) Destination, only once delivered to the City.

Partial Proposal:

NO Partial Proposals allowed. Any Proposals not incompliance with all requirements found herein will be considered non-responsive and not considered for award.

Firm Price:

Prices for the equipment specified are to remain firm for the term of the contract. The City reserves the right to reject any or all Proposals with pricing of less than 3 months. Further, the City reserves the right to negotiate prices.

Equipment Guarantee:

All equipment furnished will be guaranteed by the Proposer/Selected Vendor for a minimum period of one year against defects in design, material and workmanship. The warranty period will begin with acceptance of the equipment. Warranty repairs to correct discrepancies identified during this period will include labor

and materials at no cost to the City. Any faulty equipment that, in the judgment of the City, is not reasonably repairable will be replaced by the Proposer/ Selected Vendor as a warranty action.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City. A copy of this RFP, any addenda, and the proposer's accepted Proposal will be attached to and become a part of the contract. All services supplied by the Proposer/ Selected Vendor ("Vendor") must comply with all applicable requirements of the City Ordinances and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

A copy of City's standard contract services agreement is attached hereto as Exhibit E. Each proposal must include a statement of any requested changes the Proposer would seek in connection with the contract.

Term of Agreement:

The term of the agreement will be for a period not to exceed 6 months.

Payment Schedule:

65% upon delivery of all equipment on-site and City's receipt of all packing slips and invoices
20% upon both systems being substantially completed and fully operational
15% upon total system acceptance

Patent Rights:

The Vendor will be required to agree to save, keep, bear harmless, defend and fully indemnify the City and any of its officers, employees and agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent or intellectual property rights of any person or persons in connection with the services and goods supplied under the contract by Vendor.

Mandatory Pre-Proposal Meeting:

Vendors intending to propose on this project must have a representative from their company in attendance at the mandatory pre-proposal meeting. Vendors submitting proposals without attending this conference will be disqualified. No exceptions will be allowed.

Terms and Conditions:

The terms, conditions and specifications found herein, will be attached to and made part of the Purchase Agreement.

Insurance Requirements: Proof of insurance is not required to be submitted with your proposal. However, all approved Certificates of Liability Insurance, Additional Insured, Primary, Non-contributory, Notice of Cancellation and Waiver of Subrogation endorsements from an insurance company with an approval rating of A-VII or greater in Best's Rating Guide will be required prior to the City's award of the contract. The following are the standard types and minimum amounts of insurance which will be required by the City:

- Commercial General Liability Insurance with minimum limits of $1,000,000.00 for each occurrence and $2,000,000 annual aggregate

- Business Automobile Liability Insurance with minimum limits of $1,000,000.00 for each occurrence, combined single limit for Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage
- Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance on state approved policy with liability limits no less than $1,000,000 per accident and disease
- Professional (Errors and omissions) Liability Insurance with limits of not less than $1,000,000 per claim or per occurrence and $1,000,000 annual aggregate
- Builder Risk (Owner's Liability) Insurance coverage for the value of the project

Each policy must include the City of Lawndale, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

Licenses*:* The selected proposer shall hold, and provide copies upon request by the City, of valid permits, licenses, certificates and other documents as required by the Federal, State, County, City and other governmental or regulatory bodies to legally engage in the services to be provided.

The selected proposer must notify the City immediately of any suspension, termination, lapse, non-renewals or restriction of required licenses, certificates, or other documents which may be cause for immediate termination of the Agreement.

City Business License: The selected proposer shall obtain a City of Lawndale business license from the Finance Department before the commencement of services. In addition, the selected proposer shall be required to pay all other required license and permit fees related to doing business with the City, if applicable.

SECTION II – SPECIFICATIONS

Project Summary: The Lawndale City Council Chamber facilitates many of the City's civic meetings. The Broadcast TV, AV Technology and Automated Playback Systems allows for the public to attend, listen and watch the meetings in the Chamber or "live" video from home by way of the Lawndale Cable Television Channel carried on the Spectrum Cable system. The City also streams various public meetings through their on-line web streaming social media destinations. It is necessary to provide a flexible system to accommodate various room applications and configurations for vital communications between the local government and the community they serve.

Scope of Services: The successful Proposer (Vendor) will furnish specified equipment and materials, and provide the design, all installation labor, programming, adjustments, and training for the upgrade of the City's Council Chamber TV Broadcast Production and Automated Playback Control Systems. With complete integration of the AV Technology Systems and in accordance with the design intent found in the EXHIBIT A - Equipment List, drawing, as well as other specifications (provided at JOB WALK).

The vendor is also responsible for the complete demolition, mark, label and removal of the old TV systems, cabling and equipment and the installation of the new systems, including all new hardware, wiring, new components, all new software and computer interfacing, programming, testing, and interfacing with the existing AV Technology System. Installation will include mounting, attachment, anchoring of new equipment, and the use of new materials necessary for completion of the project.

General Project Provision: Under the general requirements of this RFP, the successful Proposer is to furnish all labor, tools, supporting hardware, transportation and delivery for the design, procurement,

assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware, equipment as specified in this document for the full and complete implementation of the project.

Design Review Provision: A special provision to the general requirements requires that a design review meeting of the project occur immediately upon award of the contract. Only a design-intent is described in the specifications herein and therefor requires a subsequent analysis of the design-intent by the Vendor to ensure full understanding and begin the process of a complete detailed design and specifications to be submitted to the City with progressively completed design drawings delivered by ACAD/PDF copies and including a Bill of Materials List (BOM). Any current Drawings/Documentation will be handed out at the SITE VISIT/JOB WALK.

Testing, Proof of Performance: The successful Proposer will demonstrate by specified performance tests that all components and the completed systems meet the specifications and performance to the satisfaction of the City. Understanding and reviewing all of the City's functional and operational needs of the City is necessary and acknowledged by the Proposer upon submittal of a proposal in response to this RFP.

Project Funding: The City has funding currently budgeted and available for this project. The not-to-exceed budget proposed by the successful Proposer for this project, including equipment, installation and testing of the completed working systems shall comprise the entire amount required for a fully delivered system. Submission of a response to this Proposal will constitute acknowledgment and acceptance that all the goals of this project set forth in this document as described or implied will be met within the not-to-exceed amount stipulated in the vendor's Proposal.

Summary of Technical Objectives:

1. The City's TV Broadcast Production System upgrade includes furnishing and installing high performance chassis with keyboard, video switchers and control panel, Character Generator, network recorders, mixers, web streaming devices, desktop, rack system, monitors, Multiview, and other equipment as indicated in attached EXHIBIT A "Equipment List."

2. The City's TV Master Control Automated Playback System upgrade includes furnishing and installing (Tightrope) Cablecast storage, streaming server, player, switchers, video and audio displays, routers and other hardware and software equipment as indicated in attached EXHIBIT A "Equipment List."

3. These systems and their functional intent are generally described by the specifications herein including the EXHIBIT A "Equipment List".

4. The system shall primarily be of high-resolution and maximum image quality based on minimum of High-Definition digital video throughput with embedded digital audio interfacing as necessary and primarily digital signal paths and interface with AV System through analog audio sends.

5. The TV Broadcasting Production system shall integrate with existing Agenda and Minutes Management System (AgendaLink Horizon) and allow for seamless and user-friendly integration with all major web conferencing systems including MS Teams, Zoom, and/or other web conferencing or audio-conferencing applications. The system shall accommodate multiple web-conferencing participants from multi-platforms.

6. The System will be capable of providing closed captioning using hardware and subscription services.

7. Additionally, this installation includes existing new AV devices and systems to be interfaced with the Broadcast Production and On-Air Playback Systems including connecting the incoming AV Technology System with HD Video and Audio. While the AV System and the Broadcast Production and On-Air Playback Systems are independent systems, they occupy similar technical spaces so care must be taken when installing new system to do no harm to the existing AV Technology System.

System Functional Summary:

1. The City Council Production Broadcast System upgrade includes new Camera / Robotics Systems and Graphic Controls, Switcher, Mixer and Monitoring Systems, Terminal, Routing Hardware and Conversion, Networking and Recording Systems, Console Racks and Support Equipment, PC/Server Equipment, Web Streaming technology, Uninterruptible Power Supply power backup devices, Cables, and miscellaneous hardware.
2. The Cablecast (Tightrope) Automated On-Air Playback Server System will be installed to improve the overall broadcast and distribution of City Council sessions and various media to the citizens of Lawndale. The Cablecast (Tightrope) Automated On-Air Playback Server System is an automated tool for managing City Council Meetings by streamlining the creation, scheduling, and playback of digital media.
3. The On-Air Playback Server System allows for seamless integration of video content, enabling the efficient creation of meeting agendas and video files. The system's powerful scheduling feature ensures that meeting footage is played at the correct time, automatically triggering the right media in the right sequence. This eliminates the need for manual intervention, making it ideal for City Council meetings where accuracy and timely delivery are essential. Additionally, it supports the smooth integration of graphics, announcements, and other media, enhancing the viewing experience for constituents while maintaining a professional and organized presentation of city business.
4. The Tightrope Cablecast system offers a comprehensive solution for the City by enabling the broadcasting of City Council meetings on local cable Spectrum Channel 3, also providing livestreaming capabilities directly through the city's website for wider accessibility. Additionally, Cablecast allows for the creation and management of digital bulletin boards on Spectrum Channel 22 that display important community announcements, emergency updates, and public service information. This system ensures that citizens stay informed in real-time while also fostering transparency and engagement through easily accessible and visually appealing content across multiple platforms.

Equipment Procurement: The successful Proposer **will** be required to provide projected equipment delivery dates. The Vendor is required to notify the City of any equipment delays, expected or not, and will report the reasons for such delays. The Vendor will provide duplicates of equipment packing slips to the City if off-site construction of the system is chosen.

Installation: The Vendor shall expect and allow for a flexible on-site installation schedule in case of any unscheduled project delays, such as delivery delays or change orders. The City will make every effort to provide the Vendor with as long of a continuous work schedule as possible. The Vendor will manage and oversee all on-site system installation. The successful Proposer will be responsible for the installation and integration of all equipment specified including customer furnished equipment. All materials and hardware necessary for the above integration must be included in totals.

The project installation will commence after an initial kick-off and design review meeting and subsequently the receipt of all major devices and an appropriate schedule can be agreed upon between the successful Proposer and the City.

The successful Proposer/Vendor will be responsible for demolition of the current equipment within the rack, as necessary, which contains the primary Cablecast Tightrope System.

Equipment procurement should be completed in a timely manner so as not to delay the beginning of the installation schedule. This will require realistic projections of any shipping delays and should be provided to the City within 10 days of the kick-off meeting for the project.

Software Programming/Ownership: Changes to the design will be submitted by the Vendor regularly for approval by the City. Vendor will be responsible for the testing of all systems during installation to ensure basic operation and function. Drawings or other documentation will be handed out at the SITE VISIT/JOB WALK along with a sample City Agreement.

Installation Drawings and Documentation: Changes to the design will be submitted by the Vendor regularly for approval by the City. Vendor will be responsible for the testing of all systems during installation to ensure basic operation and function. Drawings or other documentation will be handed out at the SITE VISIT/JOB WALK along with a sample City Agreement.

Final Acceptance/Close-Out Services: Systems Performance Testing and proof of Performance are a part of the Close Out services required of the Vendor. Meeting or exceeding the industry standards for AV Presentation Systems performance is the responsibility of the Vendor and incumbent upon their relationship with the manufacturer to resolve any functional performance or programming issues. When the Vendor cannot meet proof of system performance standards for any reason, it will be necessary for the City to determine a course of action to resolve those issues to the full and complete satisfaction of the City. The Vendor will then be required to implement the determined course of action to satisfy “Proof of Performance” requirements and be issued a Final System Acceptance notice.

Training: Training will begin when the City determines the respective systems are substantially operational. Scheduling of training will be coordinated with the City’s representative. All training will begin only after the system is complete and, in a condition appropriate for training. A portion of the proposed training must set aside some time for questions from the attendees of training and all questions must be responded to within the time allotted specifically for training. Any answers the Vendor is not able respond to must be answered in a reasonable time period and with no further cost to the City.

Duration of Services: The successful Proposer’s services will continue until all project milestones have been met, project deliverables have been received, and the City approves the completed project for “Final System Acceptance”.

Project Schedule: The successful Proposer will submit a Project Timeline/Schedule with a detailed installation section schedule to the City within ten (10) days of the official start date. To clarify the successful Proposer’s full understanding of the Proposed Project Timeline, their submitted schedule will include duration and milestone targets for the Design Phase, Equipment Procurement, Implementation/installation, Testing, Final Inspection and Close-out Services

Upgrade and Compatibility Requirements: Prior to procurement, the successful Proposer will be required, when applicable with system design, to clarify that the latest version or model of equipment or software will be purchased, whether or not the model has been specifically referred to in this document. If the upgrade is scheduled for release before final installation of the system, the successful Proposer will install the software or hardware at no additional cost to the City.

Warranty Service: The successful Proposer will warrant that all design work, equipment, software and services to be provided as specified in this document is free from defects for a period of one year from the date of being substantially completed and fully operational by the City. All software, including proprietary and custom, will include free upgrades for a period of no less than one year. All other software/hardware support contracts available to the City will be included as an optional line item.

During the one-year warranty period, the successful Proposer will provide a qualified technician familiar with the system installation that will arrive within 24 hours after receipt of notice of a malfunction; and provide the City with a telephone number that is attended 8 hours a day, during normal business hours (9:00 a.m. – 5:00 p.m., PST) five days a week to be called in the event of a malfunction. Failing on-site repairs, the successful Proposer will provide at no expense to the City, at the City's request, alternate equipment, installed and working for the duration of repairs.

Extended Maintenance Service: The successful Proposer will provide a cost to diagnose, repair and maintain the new equipment beyond the one-year warranty, in annual amounts for up to 5-years.

Staff Reassignments: The City must approve any changes in individual's assignments or their levels of commitment to the project identified in the Proposal including but not limited to Project Managers, Engineers and Installers.

Software Formats: All system software must be Microsoft compatible where compatibility with the City's computer equipment is necessary.

Pre-RFP Contact Period: During the Job Walk, all Proposers will investigate the job-sites and structural conditions to ascertain all conditions affecting necessary procedures and operations in executing the required scope of work described herein. The Proposer will report to the City any discrepancies between the RFP Requirements and/or job conditions before the due date of the Proposals and await further instructions.

Any questions following the mandatory Job Walk must be submitted via e-mail to Raylette Felton rfelton@lawndale.ca.gov and/or Micah Cohler at mcohler@lawndale.ca.gov. All questions and responses will be sent via e-mail to all Proposers who attended the job walk. All responses will be considered addenda. Addenda will be e-mail to each potential Proposer as a formal follow-up to the e-mailed response.

Contact During Proposal Evaluation Period: Conferences during the Proposal evaluation period will not be accepted. Proposers must make certain their Proposals are complete and accurate prior to submission.

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CITY OF LAWNDALE
14717 Lawndale Blvd.
Lawndale, CA 90260

RFP NO. BN-2512-012

Furnish and Install City Council Chamber Broadcast TV Control System and Master Control Automated Playback Server System

SECTION III - RFP PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

_____
Name of Company Website

_____
Address

_____
City/State/Zip Code

_____
Printed Name/Title of Contact Email

_____
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this RFP.

Proposer's Information:

Contractor's License Number: _____ Expiration date: _____

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

1. Company Name: _____

Address:_____

Contractor's License Number: _____ Expiration date:_____

Delivery:

What is the lead-time for delivery and installation? _____ Days/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

_____
Name of Company/Agency Address Person to contact/Telephone No.

_____
Name of Company/Agency Address Person to contact/Telephone No.

_____
Name of Company/Agency Address Person to contact/Telephone No.

EXHIBIT A

EQUIPMENT LIST

Proposer will complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

<See next document attached>

EXHIBIT A

2025|NOVEMBER

Equipment List Cost Proposal

City of Lawnale TV Broadcast Production

Master Control Automated Playback Project Cost Estimates

Video Presentation and Control

Qty.	Make	Model	Description	Price	Extended
1	TIGHTROPE	CBL-VIO4-800	Tightrope Cablecast VIO-4, 4 Channel, 10TB RAID5 Storage		$
1	TIGHTROPE	CBL-VIOLITE-CG-SVR-800	Cablecast VIO CG Server / Bulletin Board Player, 2 SDI Channels		$
1	TIGHTROPE	CBL-CGPLAYER-LIC	Cablecast CG Player Software License		$
1	TIGHTROPE	CBL-STRUPG-20TB	10TB Storage Upgrade for Cablecast VIO and VOD Servers		$
1	TIGHTROPE	CBL-LIVE-800	Tightrope Cablecast Live Streaming Server, 1 Stream		$
1	BMD	BMD-VHUB-SMART6G1212 CleanSwitch	Black Magic Smart Videohub CleanSwitch 12/12/SDI Routing Switcher		$
2	BMD	CONVMSDIDA4K	Black Magic SDI Distribution Amplifier		$
1	BMD	BMD-HDL-AUDMON1RU12G	Black Magic Audio Monitor		$
1	Marshall	ML-702	Marshall Dual 7" HD Monitor		$
1	Marshall	V-LCD173HR	Marshall Dual 17" HD Monitor		$
1		TSAP-1	Turnkey System Accessory Package		$
1	NOVA	LCD1U19-17-8KVM-CO	17" LCD Monitor, Keyboard Drawer and 8 Port KVM		$
				SUBTOTAL	$ -

Systems Integration

Qty.	Make	Model	Description	Estimate Unit	Extended
1			System Integration, Installation and Training		
				SUBTOTAL	$ -

Video Presentation and Control	$
System Integration	$
Freight	$
TAX 10.5%	$
Master Control Automated Playback Project Total Estimate	**$**

Council Chamber Broadcast System Cost Estimates

Camera/Robotics Systems & Graphs

Qty.	Make	Model	Description	Price	Extended
1	Ross	Xpression	1 RU 1 Channel Rack Unit HD CG Chassis w/Keyboard		$
				SUBTOTAL	$ -

Switcher, Mixer and Monitoring Systems

Qty.	Make	Model	Description	Price	Extended
1	Ross	ULTRA Carbonite	Carbonite 2ru Frame with 24 HD inputs 10 outputs		$
1	Ross	Touch Drive TD 1	Cabonite Switcher Control Panel		$
4	Ross	CUF-PSU	CUF-PSU Standard Power Supply for Carbonite Ultra		$
1	Mackie	Big Knob Passive	Studion Audio Monitor Speaker Controller		$
1	BMD	HDLAUDMON1RU12G	Black Magic Audio Monitor 12G (1 RU)		$
2	Genelec	8030CP	100w Studio Monitor near-field Console Speakers w mounts		$
1	Plura	PBM-317-3G	17 Inch HD Broadcast Monitor 3G Ready Dual Display		$
1	NEC	M551	MultiSync 55" Monitor HDR 4K UHD Commercial IPS LED		$
4	Dell	P2422H	23.8" 16:9 IPS Monitor wHDMI/DP/VGA		$
2	Chief	XTM1U	Fusion Series Tilting Landscape wall mount		$
4	Cust	Cust	Rack Console Monitor Arms		$
				SUBTOTAL	$ -

Terminal, Routing Hardware and Conversion

Qty.	Make	Model	Description	Price	Extended
1	Ross	SRG2200	Sync/Test Generator Master Signal Reference		$
1	Ross	OGX-FR-CN	Ross Open Gear 2RU Frame		$
1	Ross	PS-OGX	Redundant Power Supply		$
2	Ross	Mux-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card		$
1	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card		$
1	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card		$
1	Ross	UDA-8705A-R2	1 x 8 Analog Distribution (for Genlock distro)		$
2	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA		$
2	Bittree	B64H-2MWTHD	Video Patch Panel mini-weco 2 x32 1.5ru		$
1	Ross	KUMO-3232-R2	KUMO 3232 Compact 3G-SDI Router (2 RU)		$
1	Ross	KUMO-CP	KUMO CP Remote Control Panel		$
1	AJA	FS2	Dual Channel Frame Synchronizer		$
1	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Coverter		$
1	AJA	HA5	HDMI to HDSDI Video Converter		$
1	AJA	Hi5	12G HD/SD-SDI to HDMI Video and Audio Converter		$
1	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device		$
				SUBTOTAL	$ -

Networking and Recording Systems

Qty.	Make	Model	Description	Price	Extended
1	NETGEAR	GSM4248P-100NAS	AV Line M4250 GSM4248P 40-Port Gigabit PoE+ Compliant Managed AV Switch with SFP (480W)		$
2	BMD	HYPERD/ST/DCHP	Blackmagic Design HyperDeck Studio HD Plus		$
8	Sandisk	128GB PRO UHS-I	Extreme Pro SDXC Memory Cards		$
				SUBTOTAL	$ -

Console Racks and Support Equipment

Qty.	Make	Model	Description	Price	Extended
					$
				SUBTOTAL	$ -

PC/Server Equipment, WEBSTREAMING

Qty.	Make	Model	Description	Price	Extended
1	Dell	Precision 3930	Rack Workstation Intel Xeon E-2246G 6 Core6 GB 500W Win11		$
1	AJA	HELO	Webstreaming Devices		$
				SUBTOTAL	$ -

KVM and UPS Equipment

Qty.	Make	Model	Description	Price	Extended
2	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect		$
1	IOGEAR	GCL1808	8-Port 17" LCD Combo KVM Switch (1 RU)		$
				SUBTOTAL	$ -

Camera/Robotics Systems & Graphs

Qty.	Make	Model	Description	Price	Extended
2	Belden	1505A-1000VI	Belden RG59 Digital Video Coax Cable 1000 ft Violet		$
1	Belden	1505A-1000YE	Belden RG59 Digital Video Coax Cable 1000 ft Yellow		$
2	Kings	2065-2-9-M66	Kings Electronics 75-Ohm BNC Connectors (100pk)		$
5	Ross	cuf-hdbnc-bnc	Ross HD Mini BNC Cable 20pk		$
1	Ross	Rack Rail Kit	SPG 4-Post Rack Rail Kit		$
1	*		RJ-45 CONNECTORS****		$
1	BMD	CONVNTRM/YA/RSU	Universal Rack Shelf (for Hyperdecks x2)		$
1	Panduit	PUP6XHD04BU-G	TX6A™ Copper Cable, Cat 6A, 23 AWG, UTP, Blue		$
					$
				SUBTOTAL	$ -

Systems Integration

Qty.	Make	Model	Description	Estimate Unit	Extended
1			Project Develoment, System Design, Drawings and Docs		
1			Installation of Systems and Equipment		
1			Onsite Commissioning and Programming of Systems		
1			System Training, 10 hours total, 2 separate days		
				SUBTOTAL	$ -

SUBTOTALS		
Camera/Robotics Systems & Graphics		$
Switcher, Mixer and Monitoring Systems		$
Terminal, Routing Hardware and Conversion		
Networking and Recording Systems		
Console Racks and Support Equipment		
PC/Server Equipment, WEBSTREAMING		
KVM and UPS Equipment		
Cable / Additional Misc Hardware		
System Integration		$
TAX 10.5%		$
Council Chamber Broadcast System Project Total Estimate		$

SUBTOTALS		
Master Control Automated Playback Project Total Estimate		$
Council Chamber Broadcast System Project Total Estimate		$
Total Estimate		

EXHIBIT B
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

   hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

   _____;
   (Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this ____ day of _____, 20_____.

_____
(Proposer Signature)

EXHIBIT C

PROJECT DELIVERABLES

General Project Deliverables, not to supersede those specifications found herein, shall include, but not be limited to the following:

1. Project Schedule
2. Design Drawings and Documentation (ACADs/PDF copies, cabling database)
3. Final Equipment List/BOM (cost of materials with line-item totals)
4. Installation Schedule (on/off site work)
5. Equipment Procurement and on-sight delivery Estimated Timeline/Milestones
6. Installation of all Equipment
7. Execution and Oversite of Commissioning and Training including scheduling and communications
8. System Performance and Testing
9. Close-out Services including Punch-List Completion
10. Delivery of Equipment Operational Manuals in Binders for all equipment
11. Submittal of Software Programming for AV Control System, Audio DSP and others
12. Warranty Offers of Manufacturers, Phone# and Contact Information
13. Vendor 2-year through 5-Year Ext. Warranty Costs for onsite Troubleshooting, Repair and Depot Service (describe all aspects of 5-year warranty offer)

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Lawndale, a municipal corporation ("City"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor 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. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional 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 extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be

approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars ($_____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

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

6.2 Records. Contractor shall keep, and require subcontractors to 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 performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor 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 such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may 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. Contractor, its officers, employees, or agents, may 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 services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents 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 services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 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 Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services

required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor 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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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 or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability 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 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 Corporate 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

[NOTE TO STAFF: TWO signatures are required if the Contractor is a corporation, company or partnership. Delete this note in preparing your agreement.]

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]

EXHIBIT “A”

SCOPE OF SERVICES

[INSERT TEXT HERE]

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by _____. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

ADDENDUM #1– RFP SCHEDULE OF EVENTS

Date of Addendum: November 13, 2025

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal

RPF SCHEDULE OF EVENTS

The RFP Schedule of Events submission requirements has been modified as noted herein, as follows:

1.	City Issues RFP (Release Date)		11/06/25
2.	Mandatory Site visit and Job Walk	**(10:30 AM)**	**12/04/25**
3.	Deadline for Written Questions and Comments		**12/11/25**
4.	City Issues Responses to Written Questions and Comments		**12/18/25**
5.	Deadline for Submitting a Proposal	**(5:00 PM)**	**01/08/26**
6.	City Completes Evaluations (Tentative)		**02/12/26**
7.	Tentative Award of Contract (Tentative)		**03/02/26**

******Please be advised that the City will be closed between December 24, 2025, through January 1, 2026******

END OF ADDENDUM

Proposer's Signature: _____ Date: _____

Proposer's Firm Name: _____

(Please submit this acknowledgement with your RFP)

Addendum Issued By: _____ Date: _____
R.Felton, Deputy CM/HR Director

CITY OF LAWNDALE
Project: City Council Chamber Broadcast TV Production and Master Control
Automated Playback Systems
RFP No. BN-2512-012

City's Written Response and Comments to Questions
Thursday, December 18, 2025

QUESTIONS AND ANSWERS

1. Is the NOVA LCD1U19-17-8KVM-CO rack mounted KVM only to support the (3) Cablecast servers? ANSWER: Yes

2. What migration will be required from the existing Cablecast system to the new system? Will it be required to transfer all existing files, show records, and bulletins from the existing system. ANSWER: The intent is to migrate and transfer existing files, show records, and bulletin boards

3. Will the City continue to use the existing bulletin board format, or will they be looking to create a new template for one or both channels? ANSWER: We will be looking to create a new template for both channels, a refresh for our bulletin boards

4. What is the current skill level of the Cablecast users? ANSWER: The skill level of Cablecast users varies considerably, we have one team member who recently joined the department, they are more on the Beginner level of expertise, then we have Intermediate / Advanced as well. A wide spectrum of expertise and experience

5. What should be included for the line item "Turnkey System Accessory Package" ANSWER: This includes cabling, connectors and any rack requirements such as rails, shelves etc.

6. The "System Functional Summary" description includes "Camera / Robotics Systems", however this equipment isn't on the equipment list. Please confirm this upgrade should not be included in this project. ANSWER: There are NO Cameras to purchase, they are Owner Furnished but must be integrated.

7. Is there only a single 55" display used for Multiview? If so, should the 2nd Chief LTM1U be omitted from the design? ANSWER: Keep the cost, but this may go away before procurement

8. What is the current skill level of Ross Carbonite and Xpression users? The skill level of the Cable Team varies as we have a new hire who is just getting started using the Carbonite and Xpression, and then there are members who have utilized these tools for several years, Beginner to Intermediate / Advanced.

9. Is there a basic line drawing available to show generic signal flow for all of the included devices in this section? There seems to be an excessive amount of conversion cards, scalers, and USB peripherals that may not be needed. If not, shall bidders bid "as-is" and determine correct devices after the engineering process? ANSWER: Yes to be determined after engineering process.

10. The Dell Precision 3930 is no longer available. What will this PC be used for? Is it acceptable for the vendor to choose a suitable PC for the application. Is a rack mounted PC required, or can it be a PC on a shelf? ANSWER: Propose a Rackmount equivalent for Engineering, Browsing, downloads, software etc.

11. The AJA HELO is no longer available. Is the HELO PLUS an acceptable replacement? What streaming will this device be used for, as the Cablecast system will provide Live Streaming for the Cloud Driven Solutions requirement. ANSWER: Yes, Helo Plus for other destinations.

12. What will the IOGEAR GCL1808 8-Port 17" LCD Combo KVM Switch (1 RU) be used for?ANSWER: This will likely be replaced with a DVI version non rack-mount type connecting to Ross Xpression Engineering PC and any TV Production PC (cablecast kvm separate and inside the Rack).

13. Can all of the cabling and miscellaneous materials be included as a lump sum total and not individually line itemed in the pricing schedule? ANSWER: Yes as long as materials are shown as" included."

14. 10 hours of training will be included for the RFP. Can you please describe what level of training will be required? Will this mostly focus on the Ross or Cablecast system? ANSWER, yes, Ross & Cablecast devices. Level of Training within the department, from Beginner level for our recent new hire, to more Intermediate / Advanced for our other longer term personnel.

15. Can the City provide a **complete list or inventory** of the equipment to be removed? ANSWER: No, not at this time.

16. Will any existing equipment be **retained or repurposed**? ANSWER, No, equipment will not be retained or repurposed. However, we are keeping all furniture in the room, we are just replacing any needed rack hardware and support. Also, new power distribution units (or power strips) should be included in the materials budget. Vendors will please estimate costs based on the quantity of equipment.

17. Is this project **subject to California Prevailing Wage laws**, given that it includes demolition and new installation work? ANSWER: Yes.

18. Can the City provide a **budgetary range or not-to-exceed amount** allocated for this project to assist in aligning our scope and value engineering as needed? ANSWER: No, this is for the vendor to determine.

19. Are there **any liquidated damages or penalties** associated with project delays? ANSWER: No.

20. Is **Trade Agreements Act (TAA) compliance** required for all equipment and materials provided? ANSWER: No.

21. Does the City desire **remote access capability** for system monitoring or troubleshooting? If yes, should this be included as a **line item in the base proposal**, or as an **optional add-on**? ANSWER: Yes, for remote access capability, and as a line item in base proposal.

22. Please confirm the City's **desired email and phone support response time** for both during and after the warranty period (e.g., 1-hour callback, 4-hour email response, etc.). ANSWER: For email support response within 2-hours, for phone support response, 1-hour callback.

23. Please clarify whether **conduit and raceway installation for low-voltage cabling** is the responsibility of the Contractor. ANSWER: Yes.

24. Who will be responsible for **drywall patching, painting, and fire blocking** after AV system demolition? ANSWER: The contractor would be responsible.

25. Should the AV contractor include patch/paint or will this be handled by others? ANSWER: Yes, the AV contractor should include patch/paint in bid.

26. In the event of a **City-caused project delay** (e.g., scheduling conflicts, site access restrictions), will the contractor be allowed to **submit for increased overhead costs or schedule extensions**? ANSWER: No.

27. Will **free parking** be available to AV contractor staff and subcontractors during installation and service periods? ANSWER, yes, the City will provide free parking.

28. Please provide approximate **distance from the closest available loading zone to the job site/ rack room**. ANSWER: approximately 50 feet.

29. Is there **on-site storage space available** during staging and installation? ANSWER: Yes, City will provide on-site storage.

30. Please provide all available existing AV/Broadcast system drawings including rack elevations, signal flow diagrams, camera locations, cable routing, and termination details. The RFP references drawings to be provided during the job walk, but none were included in the bid package. ANSWER: Please see attached Exhibits A, B, C, and D.

31. Please provide the complete existing and proposed signal flow diagrams for the Council Chamber TV Broadcast and Master Control systems. ANSWER: Please see attached Exhibits A, B, C, and D.

32. Please provide the AV equipment location layout for all areas involved in the project, including control room, rack room, chamber floor, and camera positions. ANSWER: Please see attached Exhibit D.

33. Kindly confirm which existing devices, cabling, terminations, and infrastructure (racks, conduit, power, patch bays) are to remain in place and which must be removed as part of the demolition scope. ANSWER: Recent upgrades (A/V Council refresh) will remain in place.

34. The RFP lists coax cabling and BNC connectors but does not specify the camera make, model, control protocol, or robotic head requirements. Please provide the required camera specifications and the number of cameras to be supported. ANSWER: 5 Panasonic AW-HE40 HD/ SD Pan/ Tilt/ Zoom Cameras

35. Please clarify the method of integration expected with the AgendaLink Horizon system (API automation, CG overlay ingest, or operator-driven workflow). ANSWER: API Automation.

36. Please confirm whether new racks are required or if the existing racks will be reused. ANSWER: We would like to reuse the existing racks.

37. Please confirm whether the AV Contractor is responsible for providing any electrical work associated with this project, including new circuits, receptacles, or power upgrades for racks, servers, UPS units, or broadcast equipment. The RFP does not specify electrical scope. ANSWER: Yes, that is correct. Contractor will provide electrical work associated with project.

38. The RFP mentions interfacing with the existing chamber AV system. Please confirm whether reprogramming of the existing DSP, control system, or touchpanel interfaces is included in the project scope. ANSWER: Yes.

39. We would like to clarify whether these system groups constitute the entire upgrade scope, or if the City expects additional AV/Broadcast subsystems (beyond the list in Exhibit A) to be reviewed, upgraded, or replaced as part of this project. ANSWER: Yes, this constitutes the entire upgrade scope.

40. Please confirm whether the Bill of Materials (BOM) submitted with our proposal will be considered the final list of equipment to be procured and installed, or if the City intends to conduct a design review workshop with the selected vendor after award to refine system requirements, validate design intent, and finalize the complete equipment list. ANSWER: Yes.We will perform a Design Review before we award the contract.

41. Since the RFP states that only a “design-intent” is provided and that the selected vendor will develop a more detailed final design after award, it is possible that equipment quantities or system requirements may increase or decrease based on the collaborative design workshop. We would like to confirm if the final cost may be adjusted (through change orders or negotiated revisions) in the event that the finalized design requires additional equipment or labor not reflected in the original bid proposal. ANSWER: Based on your walkthrough and our proposal, try to the best of your abilities to create as accurate as possible bid.

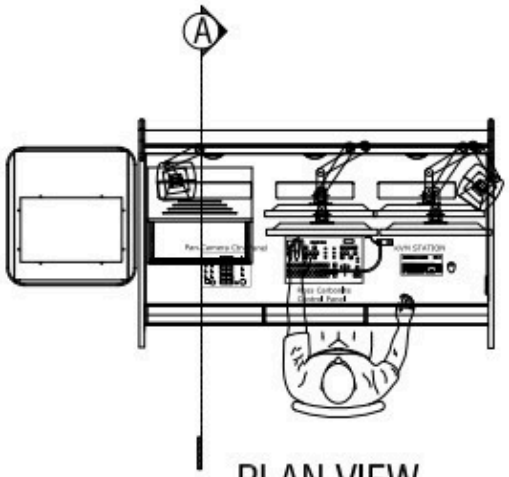
END OF QUESTIONS AND ANSWERS

Proposer’s Signature: _____

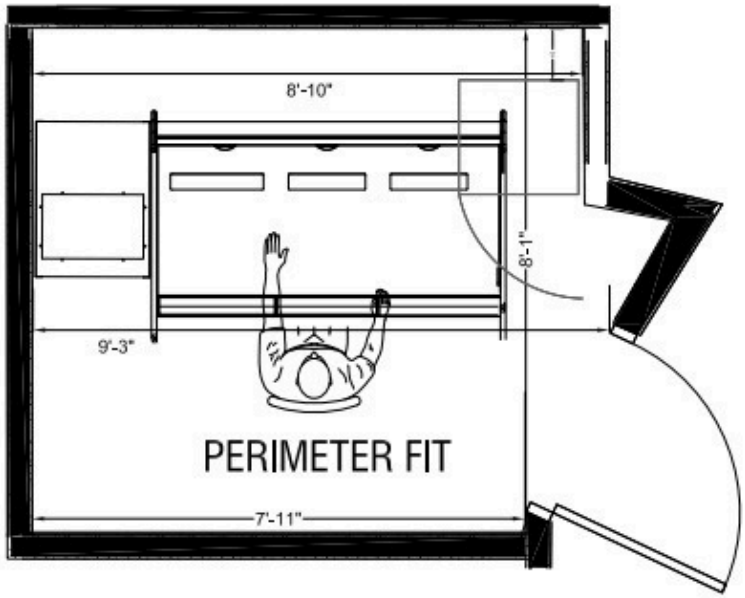
Proposer’s Firm Name: _____

(Please submit this acknowledgement with your RFP)

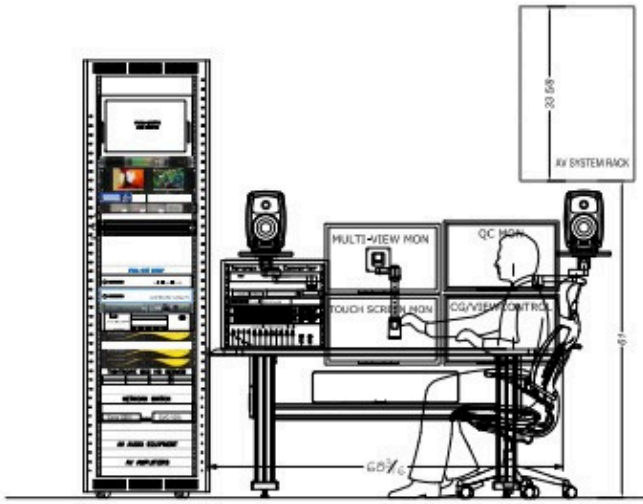
Exhibit A



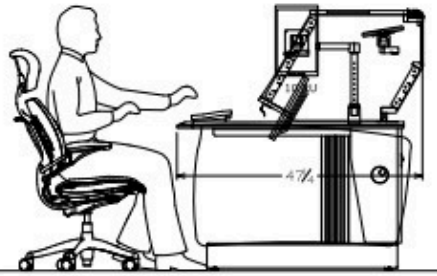
PLAN VIEW



PERIMETER FIT



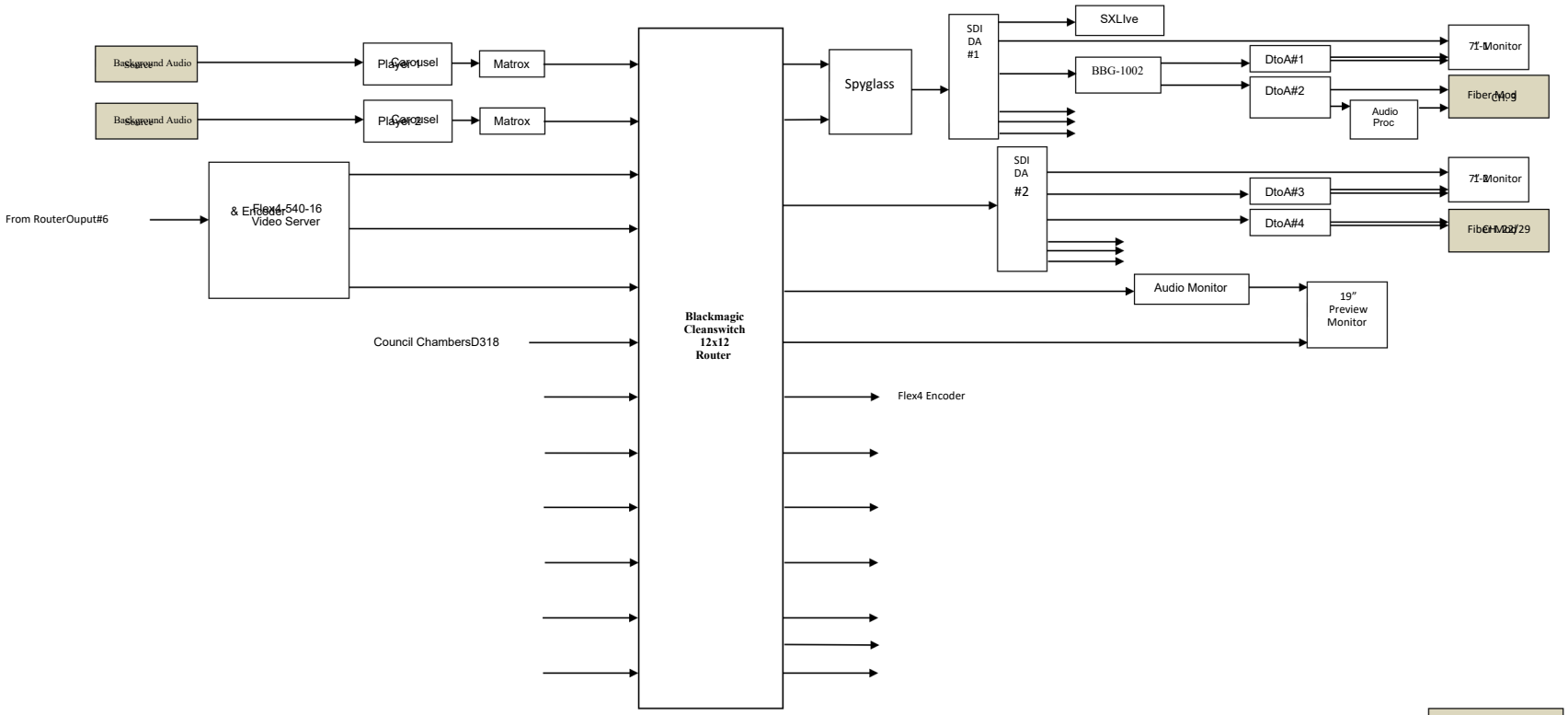
ELEVATION



SECTION A

REV.	REV
DATE	DATE
DRAWN BY	D_DOERSCHEL
FILE NAME	DWG
TITLE	CONSOLE_DRAWING
CLIENT	CITY_OF_LAWNDALE
DWG NO.	DWG#

Exhibit B



Media Control Systems,LLC			
Date	01/09/2017	Cust ID	City013
Site	City of Lawndale,CA		
Title	SDI Cable Layer		



Product pictures may not be exact models proposed. Layout is for illustration purposes.

Exhibit C

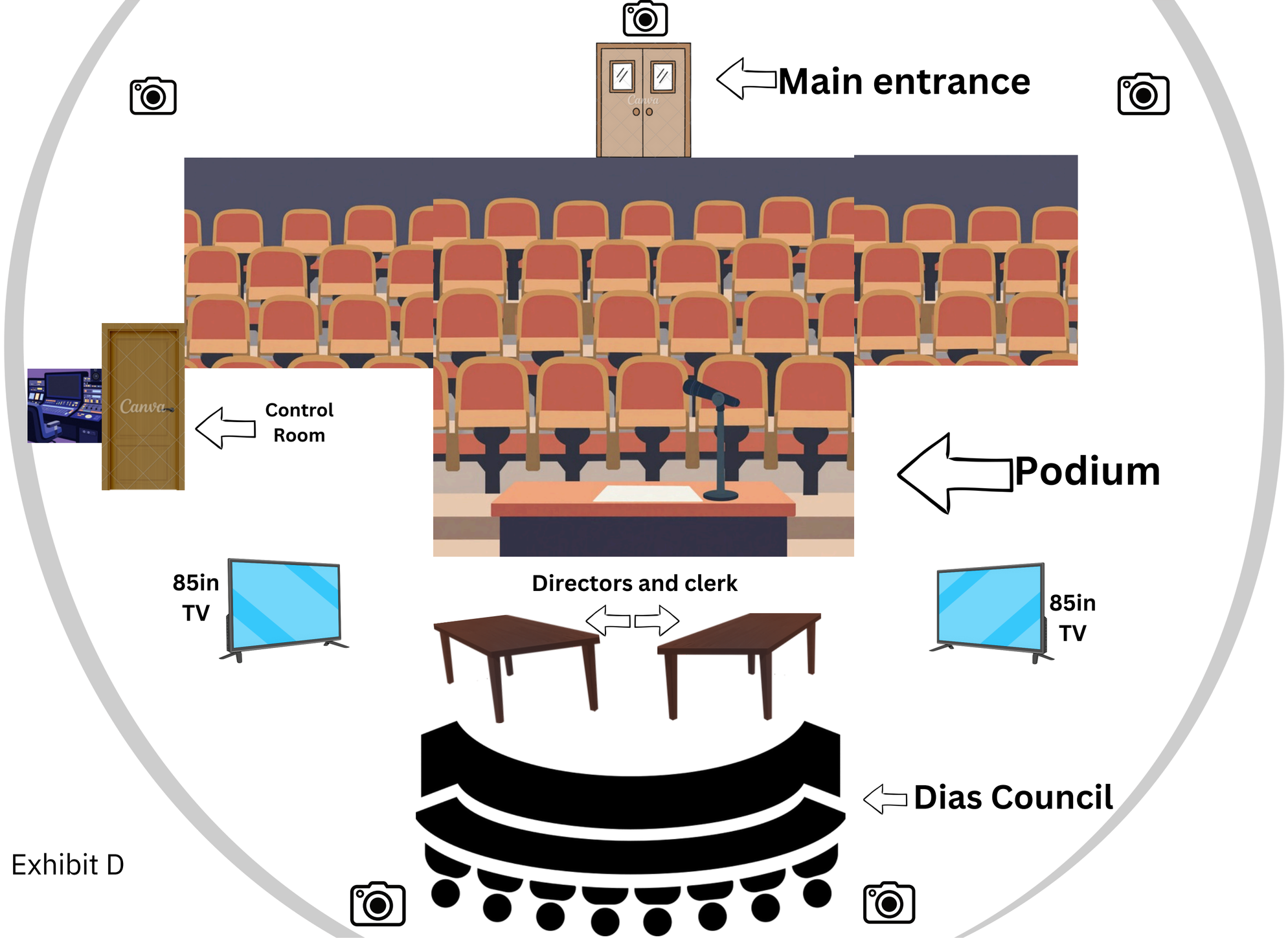

Main entrance
Control Room
Podium
85in TV
Directors and clerk
85in TV
Dias Council

Exhibit D

Exhibit "A-2"

Western Audio Visual Scope of Work Detail - BN-2512-012

SCOPE OF WORK

Furnish and Install

City Council Chamber Broadcast TV Production

and

Master Control Automated Playback System

RFP No. BN-2512-012

Quote No. WAV-0354

Prepared For:

City of Lawndale

14717 Burin Avenue, Lawndale, CA 90260

Attn: Raylette Felton, Deputy CM/HR Director

Prepared By:

Western Audio Visual

1521 E. Orangethorpe Ave, Suite A, Fullerton, CA 92831

Contact: Hailey Schellin, Account Executive

Phone: 714-637-7272 | Email: haileys@wav1.com

Proposal Date: January 7, 2026

Project Overview

Western Audio Visual (WAV) shall furnish, deliver, install, configure, test, and commission a complete upgrade of the City Council Chamber Broadcast TV Production System and Master Control Automated Playback System at the City of Lawndale City Hall, located at 14717 Burin Avenue, Lawndale, California 90260.

This scope of work encompasses two primary system areas: the Master Control Automated Playback System and the Council Chamber Broadcast System. The project includes all equipment procurement, cabling infrastructure, systems integration, programming, commissioning, training, and post-installation documentation as detailed herein.

All work shall comply with applicable California Prevailing Wage laws. The contractor holds California Contractor's License No. 871609.

System 1: Master Control Automated Playback

WAVS shall provide a turnkey Master Control Automated Playback system to manage content scheduling, playback, live streaming, and bulletin board generation for the City's government access television channels. This system will serve as the central hub for automated content delivery.

Video Presentation and Control

The following equipment shall be furnished and installed for the automated playback and presentation system:

Qty	Manufacturer / Model	Description
1	Tightrope CBL-VIO4-800	Cablecast VIO 4 Video Server, 4 Channel, 10TB RAID5 Storage
1	Tightrope CBL-VIOLITE-CG-SVR-800	Cablecast VIO Lite 800 CG Server / Bulletin Board Player, 2 SDI Channels
1	Tightrope CBL-CGPLAYER-LIC	Cablecast CG Player Software License
1	Tightrope CBL-STRUPG-20TB	10TB Storage Upgrade for Cablecast VIO and VOD Servers
1	Tightrope CBL-LIVE-800	Cablecast Live Streaming Video Server, 1 Stream
1	BMD Smart Videohub CleanSwitch 12x12	6G-SDI Routing Switcher, 12 Input / 12 Output
2	BMD Mini Converter SDI Distribution 4K	SDI Distribution Amplifier
1	BMD Audio Monitor 12G G3	Blackmagic Audio Monitor, 1 RU
1	Marshall ML-702	Dual 7" Rackmountable HD Monitor (3G-SDI, HDMI, Composite)
1	Marshall V-LCD173HR	17.3" Professional LCD Rack Mount/Desktop Monitor
1	Nova LCD1U19-17-8KVM-CO	1U 19" LCD Console, Keyboard Drawer and 8-Port KVM

Master Control Integration Services

WAVS shall perform the following integration work for the Master Control system:

- Migration and transfer of all existing Cablecast files, show records, and bulletin boards from the current system to the new Cablecast VIO 4 platform.
- Creation of new bulletin board templates for both government access channels.
- Configuration and testing of automated playback scheduling across all channels.
- Configuration of the Cablecast Live Streaming Server for cloud-driven live streaming.
- Integration of the KVM console with the three Cablecast server systems.
- Cable and connector installation, including rack hardware (rails, shelves, lacing bars, blanks, vents).

Master Control Labor

Installation labor for the Master Control system includes:

- Engineering and drafting: site walks, creation of drawings, design review, and installer support.
- Project management: meetings, site walks, project coordination and scheduling.
- Installation labor performed at prevailing wage rates.
- Closing and commissioning: firmware updates, testing, troubleshooting, device configuration, and client training.

System 2: Council Chamber Broadcast System

WAVS shall provide a complete broadcast production system for the City Council Chamber, enabling live multi-camera production, graphics generation, signal routing, recording, and web streaming of council meetings and other events.

Camera/Robotics Systems and Graphics

The graphics system will provide real-time character generation and title/lower-third capabilities using Ross Xpression software. All lower-thirds for Agenda items will be created manually by entering text into Xpression datalink layer.

Qty	Manufacturer / Model	Description
1	Ross XPN-1RU-M9	XPression 1RU HD-SDI CG Chassis
1	Ross XPN-KBD	XPression Custom Keyboard
1	Ross XPR1-0001	XPression Prime – Single Channel (Software Only)
1	Ross TRAVEL-PRE-001	Pre-Paid Service Expense Trip (Ross Factory Support)
1	Ross XPRESSION-OTR-1DAY	XPression Operational Training – 1 Day On-Site

Switcher, Mixer, and Monitoring Systems

A full production switching, audio monitoring, and multi-screen display system shall be provided:

Qty	Manufacturer / Model	Description
1	Ross CUF-124	Carbonite Ultra Engine (no PSU included)
1	Ross TD1-PANEL	TouchDrive 1 ME 15 XPT Switcher Control Panel
4	Ross CUF-PSU	Carbonite Ultra Standard Power Supply
1	Ross CARBONITE-OTR-1DAY	Carbonite Operations Training – 1 Day On-Site
1	Mackie Big Knob Passive	Studio Audio Monitor Speaker Controller
1	BMD Audio Monitor 12G G3	Blackmagic Audio Monitor, 1 RU
2	Genelec 8030CP	5” 100W Studio Monitor Near-Field Console Speakers
1	Plura PBM-317-3G-V2	17” HD Broadcast Monitor, 3G Ready, Dual Display
1	Sharp Professional PN-M552	55” Ultra HD Commercial Display (Multiview)
4	Dell P2425H	24” Plus Monitor
4	Ergotron 45-241-026	LX Desk Monitor Arm with Clamp and Grommet Mount
2	Chief XTM1U	Fusion Series Tilting Landscape Wall Mount, X-Large

Terminal, Routing Hardware, and Conversion

Signal routing, distribution, synchronization, and format conversion equipment:

Qty	Manufacturer / Model	Description
1	Ross SPG-8260-R2	Sync Pulse Generator with Rear Module

1	Ross OGX-FR-CN	openGear OGX 2RU Frame with Cooling and Advanced Networking
1	Ross PS-OGX	600W Redundant Power Supply for OGX Frame
2	Ross MUX-8258-4C-R2C	HD/SD 4-Channel Analog Audio Multiplexer with Rear I/O
1	Ross DMX-8259-4C-R2C	3G/HD/SD 4-Channel Analog Audio Demultiplexer with Rear I/O
1	Ross SRA-8802-R2	High Performance 3G Reclocking DA with Rear Module
1	Ross UDA-8705A-R2	1x8 Analog Video Utility Distribution Amplifier
2	Ross ADA-8405-C-R2C	1x4 Stereo Analog Audio and Timecode DA
2	Bittree B64H-2MWTHD	Mini-WECO Video Patchbay, 2x32, 1.5 RU, Full-Normal Terminating
12	Bittree VPCM3600-75	36” Video Patchcord, Mini-WECO, Black
1	AJA KUMO-3232-R2	KUMO 32x32 Compact 3G-SDI Router (2 RU)
1	AJA KUMO-CP	CP Remote Control Panel for KUMO Router
1	AJA FS2	Dual Channel Frame Synchronizer
1	AJA ROI-HDMI	Region Of Interest HDMI to SDI Mini Converter
1	AJA HA5	HDMI to HD-SDI Video Converter
1	AJA Hi5	12G HD/SD-SDI to HDMI Video and Audio Converter
1	AJA U-TAP-SDI	USB 3.0 Powered SDI Capture Device

Networking and Recording Systems

Qty	Manufacturer / Model	Description
1	NETGEAR GSM4248P-100NAS	AV Line M4250, 40-Port Gigabit PoE+ Managed Switch (480W)
2	BMD HyperDeck Studio HD Plus	Professional Broadcast Deck Recorder
8	SanDisk 128GB Extreme PRO UHS-I	SDXC Memory Cards

PC/Server Equipment and Web Streaming

Qty	Manufacturer / Model	Description
1	Dell FCS1250	Intel Core Ultra 9 285, 24-Core, 32GB DDR5 ECC, 1TB SSD, Windows 11 Pro
1	AJA HELO Plus	Advanced Streamer and Recorder with 3G-SDI and HDMI

Note: The Dell FCS1250 replaces the originally specified Dell Precision 3930, which is no longer available. This rackmount workstation will serve engineering, browsing, downloads, and software operations as directed by the City.

KVM and UPS Equipment

Qty	Manufacturer / Model	Description
2	APC SMT750RM2UC	Smart-UPS 750VA, Rack Mount, LCD 120V with SmartConnect
1	IOGEAR GCL1808	8-Port 17” LCD Combo KVM Switch (1 RU)

Cabling and Miscellaneous Hardware

All cabling, connectors, and miscellaneous hardware necessary for a complete and functional installation are included as lump-sum line items. This encompasses:

- Liberty Wire and connectors
- Ross HD Mini BNC cables.
- SPG 4-Post rack rail kits.
- RJ-45 connectors and Panduit Cat 6A UTP copper cable.
- Universal rack shelves for HyperDeck recorders.
- New power distribution units (power strips) based on equipment quantities.
- All equipment rack hardware including lacing bars, blanks, and vents.
- Installing hardware and accessories.

Council Chamber Integration Services

- Integration of five (5) owner-furnished Panasonic AW-HE40 PTZ cameras into the new production system.
- Integration with the existing AgendaLink Horizon system.
- Reprogramming of existing DSP, control system, and touchpanel interfaces as required.
- Conduit and raceway installation for all low-voltage cabling.
- Remote access configuration for system monitoring and troubleshooting.

Systems Integration and Labor

All systems integration labor for both the Master Control and Council Chamber Broadcast systems includes the following phases:

1. Project Development, System Design, Drawings, and Documentation: Engineering and drafting including site walks, creation of as-built drawings, design review, installer support, and meetings.
2. Installation of Systems and Equipment: Physical mounting, wiring, termination, and connection of all equipment per approved design documents. All installation labor performed at California Prevailing Wage rates.
3. On-Site Commissioning and Programming: Firmware updates to latest versions for all devices, system testing, troubleshooting, device configuration, and verification of full system functionality.
4. System Training: Western AV and its manufacturers will provide all required training for the Broadcast TV Control System and Master Automated Playback Service System, as stipulated in the RFP.

Warranty and Service

Base Warranty (Included in Base Bid)

- All AV systems are warranted against defects in materials and workmanship for a period of one (1) year after the date of Final Acceptance or first use, whichever comes first
- Where individual manufacturers warranty their equipment for a longer period, the manufacturer's warranty shall apply
- Warranty includes repair or replacement of defective equipment at no cost to the Owner
- WAV is responsible to provide an email or telephone response to the client within 4 hours of client inquiry
- If the service request is not remedied via phone/ remote support, WAV is responsible to provide an on-site service technician within 12 business hours.

Preventive Maintenance (Year 1 Included in Base Bid)

WAV shall perform four (4) quarterly preventive maintenance visits during the first year following Final Acceptance. These visits include dusting, cleaning of filters, system inspection and adjustment, firmware and software updates, and documentation of system statistics (e.g., projector lamp hours).

The extended warranty and maintenance agreement includes:

- Up to four (4) proactive preventative maintenance visits per year.
- Email and telephone response within four (4) hours during business hours.
- On-site technical support response within 12 business hours.
- Complete equipment repair and/or replacement.
- Ground shipping for repair/replacement at no charge.
- Manufacturer software updates and upgrades.
- Two (2) optional user system training sessions per year.
- Priority service status and manufacturer repair case management.
- Systems operator available at discounted rate of $95.00/hour (business hours).

Assumptions and Exclusions

Assumptions

- A Design Review will be conducted with the City prior to contract award to refine system requirements and validate design intent.
- The final equipment list and quantities may be adjusted based on the collaborative design review process.
- The City will provide timely access to the site for installation.
- Existing infrastructure (conduit pathways, power circuits) is in serviceable condition unless otherwise discovered during the engineering phase.
- WAVS shall coordinate all scheduling and site access with the City's designated representative.
- The City will provide free on-site parking and storage space during staging and installation.
- Five (5) owner-furnished Panasonic AW-HE40 HD/SD Pan/Tilt/Zoom cameras shall be integrated into the new system.
- The existing rack infrastructure shall be reused where feasible.

- Remote access capability for system monitoring and troubleshooting is included as a base bid line item.
- All project work is subject to California Prevailing Wage requirements.
- Prices are subject to increase without prior notice due to tariffs imposed on foreign products.

Exclusions

- No cameras are included in this proposal; cameras are owner-furnished.
- All C-10 work is not included in this proposal.
- No liquidated damages or penalties apply for project delays.
- TAA (Trade Agreements Act) compliance is not required.
- After-hours service calls outside normal business hours (Monday–Friday, 8:00 AM–5:00 PM) are billed at $180.00 per technician per hour with a 3-hour minimum.

EXHIBIT "B"

SPECIAL REQUIREMENTS

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Western Audio Visual & Security. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services.
- Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.
- If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

The City shall reimburse the Consultant for the eequipment costs, upon order and receipt of an invoice. The City will have the right to take any paid-for equipment if the contract is terminated before installation.

Consultant shall submit monthly invoices to the City, describing equipment received, work performed, servies rendered, and any other costs associated with this agreement. Upon receipt of invoices, the City shall pay the Consultant within 30 days.

The City shall make final payment to Consultant upon completion of the installation of all equipment and training to the City’s satisfaction and the City’s receipt of all required warrenty, plans, drawings, and maintenance documentation.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Project Timeline – Tentative:

March 19th, 2026 – Consultant to receive final agreement and Purchase Order

March 23, 2026 – Project Schedule

March 30, 2026 - Installation Schedule (on/off site work)

March 30, 2026 - Equipment Procurement and on-sight delivery Estimated Timeline/Milestones

March 30th, 2026 - Design Drawings and Documentation (ACADs/PDF copies, cabling database)

March 30th, 2026 - Final Equipment List/BOM (cost of materials with line-item totals)

April 13th – May 6th, 2026 - Installation of all Equipment

May 6th – May 11th, 2026 - Execution and Oversite of Commissioning and Training including scheduling and communications

May 11th – May 13th, 2026 - System Performance and Testing

May 13th – May 15th, 2026 - Close-out Services including Punch-List Completion

May 29th, 2026 - Delivery of Equipment Operational Manuals in Binders for all equipment

May 29th, 2026 -Submittal of Software Programming for AV Control System, Audio DSP and others

May 29th, 2026 - Warranty Offers of Manufacturers, Phone# and Contact Information

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	March 16, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Grace Huizar, Senior Management Analyst
SUBJECT:	**Approve First Amendment to Franchise Agreement with Republic Services to Add Martin Luther King Jr. Day as a Recognized Service Holiday**

BACKGROUND

The City maintains an exclusive franchise agreement with Republic Services for the collection of residential and commercial solid waste. The agreement identifies specific holidays in which collection services may be suspended. Martin Luther King Jr. Day is not currently listed as an authorized service holiday.

On January 19, 2026, Republic Services suspended collection services in observance of Martin Luther King Jr. Day without obtaining prior written authorization from the City, as required under the franchise agreement. The agreement expressly prohibits the suspension or modification of scheduled services without advance City approval.

Upon becoming aware of the service interruption, the City notified Republic Services that the action constituted non-compliance with the agreement and could result in the assessment of liquidated damages for failure to perform.

In lieu of immediately imposing liquidated damages, the City offered Republic Services an opportunity to implement a corrective action. Republic Services agreed to prepare a contract amendment, at its sole expense, to formally designate Martin Luther King Jr. Day as a recognized service holiday and to present the amendment to the City Council with an acknowledgment of the service error and the measures being implemented to prevent future occurrences.

STAFF REVIEW

Staff has reviewed the proposed approach and finds that amending the agreement will provide clarity regarding future holiday service schedules and help prevent similar unauthorized service interruptions.

The corrective action requires Republic Services to assume full responsibility for all costs associated with preparing the amendment, including legal review and administrative expenses. Additionally, Republic Services will formally acknowledge the service error before the City Council. Upon successful preparation and presentation of the amendment, the City will refrain from assessing liquidated damages related to the January 19, 2026 service failure.

This amendment does not modify service rates, compensation, or service levels beyond the formal recognition of Martin Luther King Jr. Day as an approved holiday. Establishing this clarification within the agreement supports operational consistency, strengthens contractual compliance, and promotes transparency for residents regarding collection schedules.

Approval of the amendment will clarify the authorized holiday schedule, support consistent service expectations for residents, and help ensure future compliance with the terms of the agreement. In recognition of Republic Services' corrective action and formal acknowledgment of the service error, staff recommends that the City refrain from assessing liquidated damages related to the January 19, 2026 service interruption.

LEGAL REVIEW

The City Attorney reviewed the staff report and the First Amendment and approved as to form.

FISCAL IMPACT

There is no fiscal impact associated with this amendment. Republic Services is responsible for all costs related to preparing the amendment, and the change does not modify the current rate structure or compensation.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the Franchise Agreement with Republic Services to formally designate Martin Luther King Jr. Day as a recognized service holiday; see attachment A.

Attachments

Attachment A - First Amendment Republic Services.pdf

Attachment B - Original Agreement Republic Services.pdf

Attachment A

FIRST AMENDMENT TO FRANCHISE AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (First Amendment) is made and entered into this 16th day of March 2026 by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Consolidated Disposal Services, LLC, dba Republic Services (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a Franchise Agreement for Integrated Solid Waste Management Services dated August 5, 2019 ("Agreement"); and

WHEREAS, Contractor is subject to a Collective Bargaining Agreement covering drivers in the Los Angeles market area, including Lawndale; and

WHEREAS, the Collective Bargaining Agreement requires that Martin Luther King Jr. Day be recognized as a non-working holiday beginning January 2026; and

WHEREAS, notwithstanding the foregoing, Contractor did not insert into the Agreement a term that Martin Luther King Jr. Day be a non-working holiday on which solid waste would not be collected; and

WHEREAS, the Parties desire to amend the Agreement to incorporate Martin Luther King Jr. Day as an additional non-working holiday.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 4.5.1 of the Agreement (Schedules) is amended as follows:

"To preserve peace and quiet, Solid Waste shall only be Collected from Residential Premises between 6:30 A.M. and 6:00 P.M. Monday through Friday. Solid Waste shall only be Collected from Commercial Premises between 6:30 A.M. and 6:00 P.M. Monday through Saturday. Company may not make exceptions to these Collection days and times without advanced written approval from the City. If the regularly scheduled Collection day falls on New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week shall be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week."

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

4. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission.

5. Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSOLIDATED DISPOSAL SERVICES
DBA REPUBLIC SERVICES, INC.

By: _____
David Hamblin
Area Vice President

By: _____
Devin Kincaid
General Manager

Address: 14905 S San Pedro
Gardena, CA 90248

ATTACHMENT B

AGREEMENT

BETWEEN

CITY OF LAWNDALE

AND

CONSOLIDATED DISPOSAL SERVICES, LLC, DBA REPUBLIC SERVICES

FOR

INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

August 5, 2019

AGREEMENT
BETWEEN
CITY OF LAWNDALE
AND

_____

FOR
INTEGRATED SOLID WASTE
MANAGEMENT SERVICES

TABLE OF CONTENTS

Page

RECITALS 1

ARTICLE 1 4
DEFINITIONS 4
1.1 AB 1826 4
1.2 AB 341 4
1.3 AB 939 4
1.4 AFFILIATE 4
1.5 AGREEMENT 5
1.6 APPLICABLE LAW 5
1.7 BILLINGS 6
1.8 BIN 6
1.9 BULKY ITEMS 6
1.10 CALRECYCLE 6
1.11 CART 7
1.12 CITY 7
1.13 COLLECT/COLLECTION 7
1.14 COMMERCIAL 7
1.15 COMMERCIAL PREMISES 7
1.16 COMPANY 8
1.17 COMPANY'S PROPOSAL 8
1.18 COMPANY COMPENSATION 8
1.19 CONSTRUCTION AND DEMOLITION DEBRIS 8
1.20 CONTAINERS 8
1.21 CPI 9
1.22 CUSTOMER 9
1.23 DISPOSAL 9
1.24 DISPOSAL SITE(S) 9
1.25 DIVERT/DIVERSION 9
1.26 ELECTRONIC WASTE OR E-WASTE 9
1.27 ENVIRONMENTAL LAW 10
1.28 FACILITY 10
1.29 FOOD WASTE 10
1.30 FRANCHISE 10
1.31 FRANCHISE FEE 10

1.32 HAZARDOUS MATERIAL 11
1.33 HOUSEHOLD HAZARDOUS WASTE ("HHW") 12
1.34 MIXED WASTE PROCESSING 12
1.35 MATERIALS RECOVERY FACILITY ("MRF") 12
1.36 MULTI-FAMILY DWELLING UNIT 12
1.37 NET RECEIPTS 12
1.38 ORGANIC MATERIALS 13
1.39 ORGANIC MATERIALS PROCESSING FACILITY 13
1.40 OWNER 13
1.41 PERSON 13
1.42 PREMISES 13
1.43 PROPOSITION 218 13
1.44 RATE YEAR 13
1.45 RECYCLING 14
1.46 RECYCLABLE MATERIALS 14
1.47 REFUSE 14
1.48 RESIDENTIAL 14
1.49 RESIDENTIAL PREMISES 14
1.50 ROLL-OFF BOX 15
1.51 SB 1383 15
1.52 SHARPS 15
1.53 SINGLE FAMILY DWELLING UNIT 15
1.54 SOLID WASTE 15
1.55 SOLID WASTE HANDLING SERVICES 16
1.56 SOURCE SEPARATION 16
1.57 STATE 16
1.58 TRANSFORMATION 16
1.59 TRANSFER STATION 16
1.60 UNIVERSAL WASTE 17
1.61 WASTE GENERATOR 17
1.62 YARD WASTE 17

ARTICLE 2 18
GRANT AND ACCEPTANCE OF FRANCHISE 18
2.1 GRANT AND ACCEPTANCE OF FRANCHISE, INDEMNITY OF AWARD 18
2.2 EXCLUSIVE NATURE OF FRANCHISE 18
2.3 CONFISCATION OF UNAUTHORIZED HAULERS' CONTAINERS 19
2.4 EFFECTIVE DATE 19
2.5 TERM OF AGREEMENT 20
2.6 OPTION TO EXTEND TERM 20
2.7 REPRESENTATIONS AND WARRANTIES OF COMPANY 20
2.8 CONDITIONS TO EFFECTIVENESS OF AGREEMENT 22
2.9 DELEGATION OF AUTHORITY 22
2.10 LIMITATIONS TO SCOPE 22
2.11 CITY'S RIGHT TO DIRECT CHANGES 25
2.11.1 General 25
2.11.2 New Diversion Programs 25
2.11.3 City's Right to Acquire Services 26
2.12 OWNERSHIP OF SOLID WASTE 26
2.13 COMPANY STATUS 27
2.14 COMPANY AUTHORIZATION 27
2.15 ANNEXATIONS 27
2.16 MANDATORY SERVICE 28
2.17 PERMITS AND LICENSES 28

ARTICLE 3 ..... **29**
FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE **29**
3.1 ADMINISTRATIVE FEE 29
3.1.1 Administrative Fee *29*
3.2 FRANCHISE FEE 29
3.2.1 Amount *29*
3.2.2 Time and Method of Franchise Fee Payment *29*
3.2.3 Adjustment to Franchise Fee *30*
3.3 AB 939 FEE 30
3.3.1 Amount *30*
3.3.2 Time and Method of Payment *30*
3.3.3 Annual Adjustment to AB 939 Fee *31*
3.4 OTHER FEES 31
3.5 CALCULATION OF FRANCHISE FEES AND AB 939 FEES 31

ARTICLE 4 ..... **32**
DIRECT SERVICES **32**
4.1 REFUSE 32
4.1.1 General *32*
4.1.2 Residential Cart Refuse Collection *32*
4.1.3 Service for Disabled Customers *33*
4.1.4 Refuse Cart Overage *33*
4.1.5 Bin Refuse Collection *34*
4.1.6 Commercial Premises Cart Service *34*
4.1.7 Overflowing Containers *34*
4.1.8 Roll-off Box Service *35*
4.1.9 Temporary Bin Service *36*
4.1.10 Scout Vehicles *36*
4.1.11 Bin Pushout Service *37*
4.1.12 Locking Bins *37*
4.1.13 Return Trip Fee *37*
4.1.14 On-Call Bulky Item Pickup *37*
4.1.15 Bulky Item Diversion *38*
4.1.16 Disposal of Electronic and Other Special Wastes *39*
4.1.17 Sharps Collection Program *39*
4.1.18 Door-to-Door Household Hazardous Waste ("HHW") Collection Program (Optional Program) *39*
4.1.19 Medication Takeback Program *40*
4.2 RECYCLING 40
4.2.1 Recyclable Materials Collection for Cart Refuse Customers *40*
4.2.2 Commercial Recycling *41*
4.2.2.1 Mandatory Commercial and Multi-Family Recycling *42*
4.2.3 Warning Notice *42*
4.2.4 Marketing and Sale of Recyclable Materials *43*
4.2.5 Used Oil Recycling and Used Oil Filter Collection *43*
4.2.6 Minimum Recycling Requirements *43*
4.3 ORGANIC MATERIALS PROGRAMS 44
4.3.1 Organic Materials Cart Collection *44*
4.3.2 Holiday Tree Collection Program *45*
4.3.3 Commercial Organic Materials Collection *45*
4.3.4 Roll-off Box Organic Materials Collection Service *48*
4.3.5 End Uses for Organic Materials *49*
4.3.6 Future Residential Food Waste Diversion Program *49*
4.3.7 Food Rescue and Donation Program *49*
4.3.8 Self-Hauled Yard Waste *49*
4.4 CITY SERVICES 50

4.4.1 City Facilities Collection *50*
4.4.2 City Sponsored Events *50*
4.4.3 City Cleanups *51*
4.4.4 Shredding Service Event *52*
4.4.5 Compost Giveaway *53*
4.4.6 Street Litter Container Collection *53*
4.4.7 Abandoned Item Collection *53*
4.4.8 Abandoned Item Sweeps *53*
4.4.9 Special Cleanup Events *53*
4.4.10 Large Venue and Event Assistance, Event Recycling *54*
4.4.11 Collection of Former Company's Containers *54*
4.4.12 Web Portal and Mobile Application *54*
4.4.13 Battery Recycling Program *54*
4.4.14 Annual Food Drive *54*
4.4.15 Summer Internship Program *54*
4.4.16 Facility Tours *55*
4.5 OPERATIONS 55
4.5.1 Schedules *55*
4.5.2 Missed Pickups *55*
4.5.3 Vehicles *55*
4.5.4 Carts *59*
4.5.4.1 Company-Provided Carts *59*
4.5.4.2 Cart Reparability or Replacement *64*
4.5.4.3 Bins *64*
4.5.4.4 Roll-off Boxes *65*
4.5.5 Litter Abatement *65*
4.5.6 Personnel *66*
4.5.6.1 Employment of Former Company Employees *67*
4.5.7 Identification Required *67*
4.5.8 Fees and Gratuities *68*
4.5.9 Non-Discrimination *68*
4.5.10 Coordination With Street Sweeping Services *68*
4.5.11 Change in Collection Schedule *68*
4.5.12 Report of Accumulation of Solid Waste; Unauthorized Dumping *69*
4.6 CONTINGENCY PLAN 69
4.7 TRANSPORTATION OF SOLID WASTE 69
4.8 DISPOSAL OF REFUSE 69
4.9 STATUS OF DISPOSAL SITE 70
4.10 DISPOSAL CAPACITY GUARANTEE 70
4.11 COMMINGLING OF COLLECTION ROUTES 70
4.12 ROUTE AUDIT 70
4.13 SERVICE EXCEPTIONS; HAZARDOUS MATERIAL NOTIFICATIONS 72
4.14 COMPANY/CITY MEETINGS 72

ARTICLE 5 74
OTHER SERVICES 74
5.1 SERVICES AND CUSTOMER BILLING 74
5.1.1 Service Description *74*
5.1.2 Cart Billing *74*
5.1.3 Senior Discount [to be updated based on awarded proposal] *74*
5.1.4 Bin, Roll-off and Temporary Services Billing *74*
5.1.5 Review of Billings *75*
5.1.6 Suspension of Service Due to Non-Payment *75*
5.2 CUSTOMER SERVICE 76
5.2.1 Customer Service Office *76*
5.2.2 Complaint Documentation *76*

5.2.3 Resolution of Customer Complaints 77
5.2.4 Project Manager 77
5.2.5 Route Supervisor 78
5.2.6 Customer Service Representative for Transition 78
5.3 EDUCATION AND PUBLIC AWARENESS 78
5.3.1 General 78
5.3.2 Implementation Plan and On-going Education Requirements 79
5.3.2.1 Implementation Plan 79
5.3.2.2 Ongoing Education Requirements 80
5.3.3 Community Events 82
5.3.4 Collaborative Sustainability Branding 82
5.3.5 News Media Relations 83
5.4 WASTE GENERATION/CHARACTERIZATION STUDIES 83
5.5 GREEN BUSINESS CERTIFICATION PROGRAM 83
ARTICLE 6 COMPANY COMPENSATION AND RATES 84
6.1 GENERAL 84
6.2 INITIAL RATES 84
6.3 SCHEDULE OF FUTURE ADJUSTMENTS 84
6.4 METHOD OF ADJUSTMENTS 85
6.4.1 General 85
6.4.1.1 Compliance with Proposition 218 85
6.4.1.2 Indemnification 85
6.4.1.3 No Waiver of City Council Discretion at Hearings 86
6.4.1.4 Proposition 218 Protest Contract Remedy 86
6.4.2 Rate Adjustment Calculation 87
6.5 EXTRAORDINARY ADJUSTMENTS 87

ARTICLE 7 89
REVIEW OF SERVICES AND PERFORMANCE 89
7.1 PERFORMANCE HEARING 89
7.2 PERFORMANCE SATISFACTION SURVEY 90

ARTICLE 8 91
RECORDS, REPORTS AND INFORMATION REQUIREMENTS 91
8.1 GENERAL 91
8.2 RECORDS 91
8.2.1 General 91
8.2.2 Financial Records 92
8.2.3 Solid Waste Records 92
8.2.4 CERCLA Defense Records 93
8.2.5 Disposal Records 94
8.2.6 Other Programs' Records 94
8.2.7 Cost of Audit 94
8.2.8 Payments and Refunds 95
8.3 REPORTS 95
8.3.1 Report Formats and Schedule 95
8.3.2 Monthly Reports 96
8.3.3 Quarterly Reports 97
8.3.4 Annual Report 97
8.3.5 Financial Report 98
8.4 REPORTING ADVERSE INFORMATION 99
8.5 RIGHT TO INSPECT RECORDS 99
8.6 FAILURE TO REPORT 99
8.7 PUBLIC RECORDS 100

ARTICLE 9 ..... **101**
INDEMNIFICATION, INSURANCE AND BOND **101**
9.1 INDEMNIFICATION 101
9.2 HAZARDOUS MATERIAL INDEMNIFICATION 102
9.3 AB 939 INDEMNIFICATION AND GUARANTEE 104
9.4 INSURANCE 104
9.5 FAITHFUL PERFORMANCE BOND 109
9.6 FAITHFUL PERFORMANCE LETTER OF CREDIT 110
9.7 FORFEITURE OF PERFORMANCE BOND 110
9.8 FORFEITURE OF LETTER OF CREDIT 110
9.9 PERFORMANCE SECURITY BEYOND SERVICE TERM 111

ARTICLE 10 ..... **112**
CITY'S RIGHT TO PERFORM SERVICE **112**
10.1 GENERAL 112
10.2 TEMPORARY POSSESSION OF COMPANY'S PROPERTY 113
10.3 BILLING AND COMPENSATION TO CITY DURING CITY'S POSSESSION 113
10.4 CITY'S RIGHT TO RELINQUISH POSSESSION 114
10.5 CITY'S POSSESSION NOT A TAKING 114
10.6 DURATION OF CITY'S POSSESSION 114

ARTICLE 11 ..... **115**
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES **115**
11.1 EVENTS OF DEFAULT 115
11.2 CRIMINAL ACTIVITY OF COMPANY 118
11.3 NOTICE, HEARING AND APPEAL OF COMPANY BREACH. 118
11.4 LIQUIDATED DAMAGES 119
11.5 EXCUSE FROM PERFORMANCE 125
11.6 NOTICE, HEARING AND APPEAL OF CITY BREACH 126
11.7 ASSURANCE OF PERFORMANCE 126

ARTICLE 12 ..... **127**
OTHER AGREEMENTS OF THE PARTIES **127**
12.1 RELATIONSHIP OF PARTIES 127
12.2 COMPLIANCE WITH LAW 127
12.3 GOVERNING LAW 127
12.4 JURISDICTION 127
12.5 ASSIGNMENT 128
12.6 AFFILIATED COMPANIES 130
12.7 CONTRACTING OR SUBCONTRACTING 130
12.8 BINDING ON ASSIGNS 130
12.9 TRANSITION TO NEXT COMPANY 130
12.10 PARTIES IN INTEREST 132
12.11 WAIVER 132
12.12 COMPANY'S INVESTIGATION 132
12.13 CONDEMNATION 132
12.14 NOTICE 132
12.15 REPRESENTATIVES OF THE PARTIES 133
12.16 CITY FREE TO NEGOTIATE WITH THIRD PARTIES 133
12.17 COMPLIANCE WITH MUNICIPAL CODE 134
12.18 PRIVACY 134
12.19 COOPERATION FOLLOWING TERMINATION 134
12.20 COMPLIANCE WITH IMMIGRATION LAWS. 134
12.22 GUARANTEE OF COMPANY'S PERFORMANCE 135

ARTICLE 13 ..... **136**
MISCELLANEOUS AGREEMENTS **136**
13.1 ENTIRE AGREEMENT 136
13.2 SECTION HEADINGS 136
13.3 REFERENCES TO LAWS AND OTHER AGREEMENTS 136
13.4 INTERPRETATION 136
13.5 AGREEMENT 136
13.6 SEVERABILITY 137
13.7 EXHIBITS 137
13.8 NON-WAIVER PROVISION 137
13.9 ATTORNEYS' FEES 137

Exhibits

1. Company's Proposal
2. Initial Maximum Rates
3. Example Rate Adjustment Formulas
4. Corporate Guarantee
5. Company's Faithful Performance Bond
6. Notary Certification

RECITALS

This Franchise Agreement ("Agreement") is entered into this ___ day of _____, 2019, by and between the City of Lawndale ("City") and Consolidated Disposal Service, LLC, dba Republic Services ("Company"), for the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act.

Recitals

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Handling within their jurisdictions to meet the goals and requirements of AB 939; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City of Lawndale has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory Commercial Recycling program and that it is the policy goal of the State that not less than 75 percent of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, California Public Resources Code Section 42649 et seq., requires a mandatory Commercial organics waste Diversion program; and,

WHEREAS, the City declares its intention of maintaining reasonable rates and quality service related to the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the current franchise agreement will expire on December 31, 2019; and,

WHEREAS, in response to a Request for Proposals, the Company has submitted a proposal to the City and the City selected the Company on the competitive advantages of that proposal over other proposals received by the City; and

WHEREAS, City and Company ("Parties") hereto desire to enter said Agreement; and,

WHEREAS, City and Company are mindful of the provisions of the laws governing the safe Collection, transport, Recycling, processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Company desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Company, not City, who is "arranging for" the Collection from Premises in the City, transport for Disposal, composting or other processing, and Recycling of municipal Solid Waste which may contain Hazardous Material; and further to confirm that as a material inducement to City entering into this Agreement, Company has agreed to fully indemnify City, its officers, employees, director and agents, in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transportation and/or Disposal of Hazardous Materials that may occur in connection with Company's performance under this Agreement, and

WHEREAS, the successful implementation of Solid Waste Handling in Residential, Commercial and industrial areas in the City will entail the expenditure of large sums of capital by the Company, for which the Company is, subject to the terms of Proposition 218, entitled to be compensated. City intends that this Agreement will contribute to safeguarding public health by providing the most cost-effective, efficient, reliable, and environmentally appropriate Solid Waste services to its citizens, and

WHEREAS, Company has agreed, as part of this Agreement, acting as an independent contractor to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 49100 et seq.,

WHEREAS, Company agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste Collected in City and City is not instructing Company how to Collect, process and dispose of Solid Waste.

NOW, THEREFORE, in consideration of the premise above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1

DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of Chapter 8.28 of the Lawndale Municipal Code or by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms used in this Agreement shall have the following respective meanings:

1.1 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.2 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time.

1.4 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Company and included within the term

"Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 12.5.

1.5 Agreement

"Agreement" means this Franchise Agreement between City and Company for Collection, transportation, Recycling, processing and Disposal of Solid Waste, and other services related to meeting the goals and requirements of AB 939, including all exhibits and attachments, and any amendments thereto.

1.6 Applicable Law

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City (including Lawndale Municipal Code Chapter 8.28) and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

1.7 Billings

"Billings" means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Company, or made by others for City or Company, to Customers in the City.

1.8 Bin

"Bin" means a rigid Container with hinged lids and wheels with a capacity of at least one (1) cubic yard and less than ten (10) cubic yards.

1.9 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Residential wastes (including wood waste, tree branches, scrap wood, debris from building remodeling, rocks, sod and earth); electronic equipment (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as "brown goods" and "E-Waste"); and clothing. Bulky Items do not include car bodies, tires, Construction and Demolition Debris or items requiring more than two Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

1.10 CalRecycle

"CalRecycle" means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

1.11 Cart

"Cart" means a polyethylene wheeled Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less that 30- and no greater than 101-gallons.

1.12 City

"City" means City of Lawndale, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

1.13 Collect/Collection

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

1.14 Commercial

"Commercial" refers to services performed at or for Commercial Premises.

1.15 Commercial Premises

"Commercial Premises" means Premises upon which business activity is conducted, and any other Premises not defined as Residential Premises per Section 1.49 of this Agreement, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Lawndale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses (as defined in the Lawndale Municipal Code) are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, and Motels.

1.16 Company

"Company" means Consolidated Disposal Service, LLC, a Limited Liability Company organized and operating under the laws of the State of Delaware, and its officers, directors, employees, agents, companies and Subcontractors.

1.17 Company's Proposal

"Company's Proposal" means the proposal submitted by Company to City on April 22, 2019 in response to a Request for Proposals dated February 5, 2019. Company's Proposal was selected by City based on its competitive advantages over other proposals received, and City specifically relied upon the representations and warranties set forth therein in entering into this Agreement. Company's Proposal is attached as Exhibit 1 and incorporated into this Agreement by reference, and Company represents and warrants that all representations set forth in such proposal are true and correct.

1.18 Company Compensation

"Company Compensation" means the revenue received by the Company from Billings in return for providing services in accordance with this Agreement and any amendments to this Agreement.

1.19 Construction and Demolition Debris

"Construction and Demolition Debris" or "C&D Material," means any combination of inert building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.20 Containers

"Containers" means any and all types of Solid Waste receptacles, including Carts, Bins, and Roll-off Boxes.

1.21 CPI

"CPI" means the Consumer Price Index ("CPI"), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average.

1.22 Customer

"Customer" means the Person having the care and control of any Premises in the City receiving Solid Waste Handling Service from the Company pursuant to the terms of this Agreement.

1.23 Disposal

"Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill or otherwise in full regulatory compliance.

1.24 Disposal Site(s)

"Disposal Site(s)" means the Solid Waste handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste Collected by Company.

1.25 Divert/Diversion

"Divert" or "Diversion" means to Divert from Disposal facilities or Transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of California Public Resources Code as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

1.26 Electronic Waste or E-Waste

"Electronic Waste" or "E-Waste" means electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other items with electric plugs that are banned from landfilling, and other similar items commonly known as "brown goods."

1.27 Environmental Law

"Environmental Law" means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and Disposal.

1.28 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

1.29 Food Waste

"Food Waste" means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste. Food Waste is a subset of Organic Materials and excludes Hazardous Materials.

1.30 Franchise

"Franchise" means the special right granted by City to operate a public utility for Solid Waste services within the City.

1.31 Franchise Fee

"Franchise Fee" means the fee paid by Company to City for the right to hold the Franchise for Solid Waste services granted by this Agreement.

1.32 Hazardous Material

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Captor 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as " hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.: or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

1.33 Household Hazardous Waste ("HHW")

"Household Hazardous Waste" or "HHW" means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

1.34 Mixed Waste Processing

"Mixed Waste Processing" means the separation and sorting of recyclables and other recoverable materials from Refuse at a MRF where commingled loads of Solid Waste are processed.

1.35 Materials Recovery Facility ("MRF")

"Materials Recovery Facility" means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or composting.

1.36 Multi-Family Dwelling Unit

"Multi-Family Dwelling Unit" means any Residential Premises greater than four (4) dwelling units (not including hotels or motels), irrespective of whether residence therein is transient, temporary or permanent. Multi-Family Dwelling Units generally receive Refuse Collection service through the use of shared Bins, but may use Carts. Service is not dependent upon unit count unless specifically stated.

1.37 Net Receipts

"Net Receipts" means any and all revenue received from Billings by Company, and compensation in any form, including late fees from Customers, of Company or subsidiaries, parent companies or other Affiliates of Company, for Solid Waste services provided pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, monthly Customer fees for Collection of Solid Waste, after subtracting Franchise Fees and AB 939 Fees due under Sections 3.2 and 3.3. The foregoing notwithstanding, income realized by the Company from the sale of discarded Recyclable Materials Collected by the Company pursuant to this Agreement shall be excluded from the calculation of "Net Receipts."

1.38 Organic Materials

"Organic Materials" means Food Waste and Yard Waste, and other organic material as defined by CalRecycle, collectively or individually.

1.39 Organic Materials Processing Facility

"Organic Materials Processing Facility" means a permitted Facility where Organic Material is sorted mulched, or separated for the purposes of Recycling, reuse or composting.

1.40 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Collection service is to be provided under this Agreement or the Person holding legal title to the Disposal Site.

1.41 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, towns, cities, and special purpose districts.

1.42 Premises

"Premises" means any land, or building in City where Solid Waste is generated or accumulated.

1.43 Proposition 218

"Proposition 218" means Articles XIIIC and XIIID of the California Constitution and any implementing legislation promulgated thereunder, as amended, supplemented, superseded, and replaced from time to time.

1.44 Rate Year

"Rate Year" means the period January 1 to December 31, for each year during the Term of this Agreement.

1.45 Recycling

"Recycling" means the process of separating for Collection, Collecting, treating and/or reconstituting Recyclable Materials which would otherwise be discarded without receiving compensation and returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of Solid Waste for conversion to energy.

1.46 Recyclable Materials

"Recyclable Materials" means Solid Waste that is Source Separated or recovered through Mixed Waste Processing, has some potential economic value, and is set aside, handled, packaged, or offered for Collection in a manner different from Refuse in order to allow it to be processed for Recycling.

1.47 Refuse

"Refuse" means Solid Waste or debris, except sewage, Construction and Demolition Debris, Recyclables, and/or Organic Materials placed in source-separated Containers for Collection.

1.48 Residential

"Residential" refers to services performed at and for Residential Premises, which include both Single-Family and Multi-Family Dwelling Units.

1.49 Residential Premises

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family and Multi-Family Dwelling Units, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Notwithstanding any provision to the contrary herein, in the Lawndale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial

Premises as determined by City on a case by case bases.

1.50 Roll-off Box

"Roll-off Box" means Solid Waste Collection Containers of 10-yards or larger.

1.51 SB 1383

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (Chapter 395, Statutes of 2016), as amended, supplemented, superseded, and replaced from time to time.

1.52 Sharps

"Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

1.53 Single Family Dwelling Unit

"Single Family Dwelling Unit" means each Premises used for or designated as a Single Family Residential dwelling, including each unit of a condominium project, duplex, triplex, townhouse, apartment building, or mobile home park in which each premises receives individual Solid Waste Collection service using Carts and consists of four (4) dwelling units or less per legal parcel.

1.54 Solid Waste

"Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, and all Solid Waste generated at construction and demolition sites, and at treatment works for water and waste water, which are Collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Material, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed "Solid Waste" consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclable Material, in either of the following instances: (a) the material is

mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclable Materials, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any Person or combination of Persons in exchange for Collection, removal, transportation, storage, processing, handling, consulting, Container rental or Disposal services ("fee for service" Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or Affiliate of the provider of such service.

1.55 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste.

1.56 Source Separation

"Source Separation" means the segregation into separate Containers by the Waste Generator of individual components of material which otherwise would become Refuse (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for the sole purpose of Recycling of such materials.

1.57 State

"State" means the State of California.

1.58 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

1.59 Transfer Station

"Transfer Station" means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations. Transfer Stations may or may not also include MRFs transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Organic Materials and/or Construction and Demolition Debris, to processors, brokers or end-users.

1.60 Universal Waste

"Universal Waste" means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), § 66261.9: (i) batteries as described in 22 CCR § 66273.2; (ii) thermostats as described in 22 CCR § 66273.4; (iii) lamps as described in 22 CCR § 66273.5; and (iv) cathode rate tube materials as described in 22 CCR § 66273.6.

1.61 Waste Generator

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

1.62 Yard Waste

"Yard Waste" means leaves, grass clippings, brush, branches, and other forms of Organic Materials generated from landscapes or gardens, which have been Source Separated from other Solid Waste. Yard Waste is a subset of Organic Materials and excludes Hazardous Materials."

ARTICLE 2

GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise, Indemnity of Award

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.10 hereof) and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within the boundaries of the City (the "Franchise").

Company agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Company shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement. The City shall promptly notify Company of any such claim, action, or proceeding. The City and Company shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Company's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel.

Company hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.10 below, or as may otherwise be provided by federal or State law, the rights granted to the Company under this Agreement shall be exclusive to the Company. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Company.

To the extent permitted under State or federal law, the City shall protect the Company's exclusive rights by proper ordinances, and by reasonable enforcement of those ordinances. Should the City be required to take administrative, law enforcement, or other legal action against any Person that infringes on the Company's exclusive rights, the Company shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. Nothing herein shall preclude Company from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

2.3 Confiscation of Unauthorized Haulers' Containers

Company shall act on behalf of the City, per Section 8.28.071 of the Municipal Code as it is currently written or may be amended during the Term, in the confiscation, storing and returning of unauthorized Solid Waste Containers placed in the City.

Compensation for this service shall be limited to the Collection of fees permitted to be charged to Owners of confiscated unauthorized Containers per Section 8.28.071 of the Municipal Code. Company shall receive no compensation for this service from City or ratepayers.

2.4 Effective Date

The effective date of this Agreement shall be the date which the City Council approves this Agreement.

This Agreement shall become effective at the Effective Date. However, the provision of Solid Waste Collection, imposition of customer rates, payment of City Fees, and actual Collection services by Company, shall commence on January 1, 2020, start of the term of Agreement as described in Section 2.5. Company understands and agrees that the interim time between the Effective Date and the start of the term of the Agreement is intended to provide Company with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, obtain required service agreements, begin the public awareness campaign as part of Company's transition program as specified in this Agreement, and undertake a Proposition 218 hearing process for purposes of adopting the initial Maximum Rates at Exhibit 2.

2.5 Term of Agreement

The term of this Agreement shall be seven (7) years, commencing at midnight January 1, 2020, and expiring at 11:59 P.M. December 31, 2026, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Company to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.6 Option to Extend Term

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to the Company prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of 24 months unless City gives Company a 60-day written notice of expiration.

2.7 Representations and Warranties of Company

Company hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date:

a) Company is wholly owned by Republic Services, Inc. ("Republic Services"), a corporation duly organized and validly existing as a corporation under the laws of the State of Delaware.

b) Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

c) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or Republic Services [parent/guaranteeing company] which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or Republic Services [parent/guaranteeing company] in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company or Republic Services [parent/guaranteeing company]. [This provision may be waived by the City.}

d) Company has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and the transactions contemplated hereby.

e) Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.

f) The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement. Note that inaccuracies in Company's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, is grounds for termination of this Agreement.

g) Company's representative, designated in Section 5.2.4, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

2.8 Conditions to Effectiveness of Agreement

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

a) Accuracy of Representations. Representations and warranties made by Company throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.

b) Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance.

c) Furnishing of Insurance and Bonds. Company has furnished evidence of the insurance and bonds required by Article 9.

d) Effectiveness of City Council Action. City's Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date.

e) Company shall have paid the Administrative Fee to City, as provided in Section 3.1.

2.9 Delegation of Authority

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager, or his or her designee.

2.10 Limitations to Scope

Notwithstanding any provision to the contrary contained herein, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

a) The sale or donation of source-separated Recyclable Material and/or Organic Material by the Waste Generator to any Person or entity other than Company; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material and/or Organic Material, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;

b) Solid Waste, including Recyclable Materials and/or Organic Materials, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees, but not a subcontractor) to a Solid Waste Facility in a manner consistent with all Applicable Laws and regulations;

c) Yard Waste removed from a Premises by a gardening, landscaping, or tree trimming company, utilizing its own equipment, as an incidental part of a total service offered by that company rather than as a hauling service;

d) The Collection, transfer, transport, Recycling, processing, and Disposal of animal remains from slaughterhouse or butcher shops for use as tallow;

e) The Collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;

f) The Collection, transfer, transport, Recycling, processing, and Disposal of Hazardous Material, Household Hazardous Waste and radioactive waste regardless of its source;

g) Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment;

h) Construction and Demolition Debris which is removed using a Roll-off Box;

i) The Collection, transfer, transport, Recycling, processing and Disposal of automobiles and automobile parts by vehicle dismantlers or owners of vehicle

salvage yards;

j) The Collection, transfer and transport of clean dirt;

k) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;

l) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment;

m) Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste; and,

n) Food Waste or other Organic Materials Diverted from Disposal by delivery to hog farms or otherwise used as animal feed; and,

o) Edible food recovered for human consumption.

Company acknowledges and agrees that City may permit other Persons besides Company to Collect any or all types of the Solid Waste listed in this Section 2.10 as exempt from Company's Franchise, including Recyclable Materials, without seeking or obtaining approval of Company under this Agreement.

This grant to Company of an exclusive Franchise, right and privilege to Collect, transport, or process and Dispose of Solid Waste shall be interpreted to be consistent with all Applicable Laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing Applicable Laws with regard to Solid Waste Handling, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Company agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Company to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be

the responsibility of Company to minimize the financial impact to other services being provided as much as possible.

2.11 City's Right to Direct Changes

2.11.1 General

City may direct Company to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Company acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Company agrees to propose services to meet such Diversion requirements. Company shall be entitled to an adjustment in its Company Compensation for providing such additional or modified services, if Company demonstrates that its cost of service would increase. Any adjustment will be subject to meeting the provisions of Proposition 218. City may utilize cost components included in the Company's Proposal in calculating equitable rate adjustments. If City and Company cannot agree on compensation for new or additional services, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.2. If Company cannot receive agreed to compensation due to Proposition 218 restrictions, Company will not be required to implement additional services.

2.11.2 New Diversion Programs

Company shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.

- Type(s) of material to be Collected
- Provision for program publicity/education/marketing.
- Three-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

2.11.3 City's Right to Acquire Services

Company acknowledges and agrees that City may permit other Persons besides Company to provide additional Solid Waste services not otherwise contemplated under this Agreement. If pursuant to Section 2.11.2, Company and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Company to perform such services, or compensation cannot be provided due to Proposition 218 restrictions, Company acknowledges and agrees that City may permit Persons other than Company to provide such services.

2.12 Ownership of Solid Waste

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Company by operation of this Agreement. Subject to Company's objective to meet the Source Reduction and Recycling goals which apply to City and City's right to direct Company to process and dispose of Solid Waste at a particular licensed Solid Waste Facility or to dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Company, Company is hereby granted the right to retain, Recycle, process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Company; this does not impact Company's right to retain Recyclable Materials revenue under Section 4.2.4. Subject to the provisions of this Agreement, Company shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste, Organic Materials, and Recyclable Materials which it Collects. Solid Waste, Organic Materials, and Recyclable Materials, or any part thereof, which is disposed of at a Disposal Site or sites (whether landfill, Transformation Facility, Transfer Station, Organic Materials Processing Facility or Material Recovery Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by

Company. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Company.

City has the option to provide written direction to the Company specifying a Facility for handling, processing, and Disposal of Solid Waste, Recyclable Materials or Organic Materials. If City directs Company to a Facility other than a Facility listed in this Agreement, or otherwise requested by Company, and in doing so it adversely affects the ability of the Company to meet either or both of the requirements of Section 9.3 and Section 4.2.6, then in this event the City and Company shall meet and confer and mutually agree on revised obligations for Sections 9.3 and 4.2.6. The foregoing notwithstanding, in the event City directs Company to a Facility other than a Facility listed in this Agreement or otherwise requested by Company, then Company shall be entitled to a rate adjustment based upon any increase or decrease in costs associated with handling, processing, Disposal and transportation, subject to Proposition 218.

2.13 Company Status

Company represents and warrants that it is duly organized, validly existing and in good standing under Applicable Laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.14 Company Authorization

Company represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Company (or the shareholders, if necessary) have taken all actions required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Company have authority to do so. Company shall authorize one employee for the City as a single point of contact for issues arising under this Agreement. City may accept that this employee's actions are taken on behalf of and with the full approval of the Company.

2.15 Annexations

This Agreement extends to any territory annexed to the City during the term of this Agreement except to the extent that Collection by Company within that annexed

territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Company to fulfill any requirement necessary for Company to serve the annexed area consistent with this paragraph.

2.16 Mandatory Service

At all times during the term of this Agreement, the City shall require the Owner of each occupied Premises where Solid Waste is produced to subscribe to the Collection service provided for in this Agreement and in Chapter 8.28 of the Lawndale Municipal Code.

In accordance with the City of Lawndale Municipal Code Section 8.28.020.D., Residential Premises which have been unoccupied by any human habitation and upon which no Solid Waste has been produced or accumulated for six (6) consecutive months may be exempted from service by the City. The granting of an exemption shall be conditioned upon completion of an application for exemption and its written approval by the City. Exemptions shall expire each December 31. An exemption may be renewed, provided that during six (6) consecutive months prior to application for renewal the Premises has been unoccupied by any human habitation and no Solid Waste has been produced or accumulated.

2.17 Permits and Licenses

Company shall acquire and maintain all necessary permits and licenses for the Collecting, transporting, processing, and storing of Solid Waste, Recyclable Materials and Organic Materials, disposing of Solid Waste, and the Recycling of Recyclable Materials as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Section 11.3. Company must follow requirements of the Lawndale Municipal Code, including, but not limited to, obtaining a City of Lawndale business license.

ARTICLE 3

FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Company shall provide the following:

3.1 Administrative Fee

3.1.1 Administrative Fee

Company shall pay to City an Administrative Fee in a one-time lump sum payment of one-hundred, and forty-seven thousand dollars ($147,000) within seven days of execution of this Agreement to reimburse the City for its staff time and out-of-pocket costs of awarding the Franchise.

3.2 Franchise Fee

3.2.1 Amount

In consideration of the exclusive Franchise provided in Section 2.1 of this Agreement, Company shall pay to City five-percent (5%) (or another amount as provided in Section 3.2.3) of the Net Receipts derived by Company from services provided in City. Concurrent with each Franchise Fee payment, Company shall provide an accounting worksheet showing the amount, if any, of delinquent Customer accounts.

3.2.2 Time and Method of Franchise Fee Payment

On or before the twentieth (20th) day following the end of each calendar quarter, beginning with the quarter ending March 31, 2020, during the Term of this Agreement, Company shall remit to City a sum of money equal to the percent, as provided in Section 3.2.1, of the Net Receipts collected by Company for Franchise services provided within City, during the preceding calendar quarter, as a Franchise Fee. If the Franchise Fee is not paid on or before the twentieth (20th) day following the end of the calendar quarter, Company shall pay to City a penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Company shall pay an additional two percent (2%), on any unpaid balance for each following thirty (30) day period the Franchise Fee

remains unpaid. Late payment penalties shall not be included in any revenue requirement.

Each quarterly remittance to City shall be accompanied by a statement detailing Net Receipts for the period covered from all operations conducted or permitted, pursuant to this Agreement. In addition, Company shall maintain copies of all Billing and Collection records for five (5) years, following the date of Billing, for inspection and verification by City at any reasonable time upon request.

3.2.3 Adjustment to Franchise Fee

City may adjust the amount of the Franchise Fee annually, with Franchise Fee increases permitted only to the extent such an increase can be included in the approved rates. Subject to meeting the provisions of Proposition 218, such adjustment shall be reflected in the rates that Company is allowed to charge and collect from Customers in accordance with Article 6.

3.3 AB 939 Fee

3.3.1 Amount

a. The City has incurred expenses for preparing and adopting the Source Reduction and Recycling and Household Hazardous Waste Elements (SRRE and HHWE, respectively) required by AB 939. City has, and will continue, to incur expenses for implementing the programs in the SRRE and HHWE. Therefore, Company shall remit to the City forty-two thousand five-hundred dollars ($42,500) per calendar quarter as an AB 939 Fee for Solid Waste Handling Services performed in the City. Company will collect these fees from Customers on the regular Billings and remit collected amounts to City on a quarterly basis, as provided below. Company may be required to separately identify the Fee and other specific costs on bills as determined and directed by City.

3.3.2 Time and Method of Payment

Except as expressly provided below, during the term of this Agreement and any extension thereof, Company shall remit AB 939 Fees per calendar quarter to City in the same fashion and subject to the same terms and conditions as the Franchise Fee. Company shall continue to pay the same amount each quarter until the AB 939 Fee is changed by City resolution.

3.3.3 Annual Adjustment to AB 939 Fee

The amount of the AB 939 Fee shall be adjusted automatically at the beginning of each Rate Year (January 1) by a percentage equal to the annual percentage increase, if any, in the CPI as calculated in Section 6.4.2. For example, for the first adjustment effective January 1, 2021, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending June 2019 to the average of the monthly indices for the 12 months ending June 2020. If there is no increase in the CPI or if the CPI decreases, the AB 939 Fee shall remain unchanged from the previous Rate Year. In addition to any annual adjustments, the City Council, in its sole and absolute discretion, may adjust the AB 939 Fee from time to time by resolution in accordance with Applicable Law, provided that any increase or decrease in Company's operating costs attributable to City's adjustment of AB 939 Fee may be considered for any Extraordinary Adjustment to the maximum charges and rates charged by Company under this Agreement.

3.4 Other Fees

City shall reserve the right to set other fees, as it deems necessary, with fee increases permitted only to the extent that such an increase can be properly processed and administered in compliance with the provisions of Proposition 218.

3.5 Calculation of Franchise Fees and AB 939 Fees

Company shall use the calculations described below for remittance of the Franchise Fees and AB 939 Fees as described in Sections 3.2 and 3.3. The amount of the AB 939 Fee will be adjusted annually as described in Section 3.3.3, and the Franchise Fee may adjusted based on Section 3.2.3.

Quarterly Franchise Fee and AB 939 Calculation Example

Line	Category	JAN	FEB	MARCH	Total
1	Total Gross Receipts Including AB 939 and Franchise Fees	$ 240,000.00	$ 220,000.00	$ 210,000.00	$ 670,000.00
2	Quarterly AB 939 Fee				$ 42,500.00
3	Total Receipts Less AB 939 Fees (line 1 - line 2)				$ 627,500.00
4	Net Receipts for Franchise Fee Calculation (line 3 ÷ 1.05)				$ 597,619.05
5	Franchise Fee Percentage				5%
6	Franchise Fee (line 4 × line 5)				$ 29,880.95
7	**Total Fees Due (line 2 + line 6)**				**$ 72,380.95**

ARTICLE 4

DIRECT SERVICES

4.1 Refuse

4.1.1 General

The work to be done by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Company of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

The work to be done by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents within City are provided reliable, courteous and high-quality Solid Waste Collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Company of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

4.1.2 Residential Cart Refuse Collection

Company shall provide all Customers at Single Family and Multi-Family Dwellings without Bin Service with one Cart ("Refuse Cart(s)"). Customers may select a 35, 60, or 90-gallon Cart. The 60-gallon Cart shall be the default in the event that a size is not selected. See Section 4.5.4.1 for Cart selection procedures. Collection frequency shall be not less that once per week from Company-provided Carts placed at a suitable location, which is typically on the curb, but may be in the street against the curb or in the alley. If there is a dispute between a Customer and Company as to whether Cart or Bin service shall be provided, or the proper location for Cart placement, City will make the final determination.

Customer rate is dependent upon Refuse Cart size selected in accordance with the approved rate schedule included as Exhibit 2.

Cart Customers that regularly require more than one Refuse Cart may request

additional Carts for an additional charge per Cart per month in accordance with the approved rate schedule.

Multi-Family Dwelling Unit Customers receiving Refuse Cart services are entitled to the same services as Single Family Cart Customers and will pay the same rates.

4.1.3 Service for Disabled Customers

Company shall provide disabled Cart Customers with backyard service at no additional charge. Company will remove Refuse, Recyclable Materials and Organic Materials Carts and Yard Waste bundles from Customer's outdoor storage area, place them out for Collection, and return Containers to Customer's outdoor storage area (which shall not be a public right-of-way or street) after Collection, ensuring that all doors or gates are closed securely. Company shall not enter garages.

Authorization for residents to participate in this optional program shall come from the City in writing and information on this option shall be provided by the Company upon request. Company will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to City prior to distribution to Customers. New Customers shall be notified of this option upon requesting service.

4.1.4 Refuse Cart Overage

Residential Cart Customers may periodically generate more Refuse than will fit in the Refuse Cart(s). Residential Customers are therefore entitled to two annual pickups per calendar year of material that does not fit in the Refuse Cart(s) at no additional cost. One pickup shall consist of up to the equivalent of three (3) large bags (30- to 40-gallon), boxes or barrels of Refuse. Residential Customers may be charged per pickup in accordance with the approved rate schedule for overage pickups above two (2) per year. Overage pickups, in addition to the two free pickups, will be provided at no additional charge for two weeks beginning December 26. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, and not Bulky Items which are Collected in accordance with Section 4.1.14. Commercial Cart Customers may request Cart overage Collections in accordance with the approved rate, but are not entitled to free overage Collections.

Company will notify all residents annually, beginning within thirty (30) days of

effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon initiation of new Collection services.

4.1.5 Bin Refuse Collection

Company shall provide Bin Service to Single Family Customers that request this service, Multi-Family Customers not receiving Cart service, and Commercial Customers. Company shall Collect and remove all Refuse that is placed in Bins from the property of Customers receiving Bin Service, at least once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded. Repeated, reasonable public complaints about unreasonable interference with traffic flows may constitute a default or violation of this Agreement. Customers may lease from Company or third parties compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of the Agreement. Collection of Bins using these devices remains within the scope of this Agreement unless otherwise excluded per Section 2.10.

4.1.6 Commercial Premises Cart Service

As an alternative to the requirements of Section 4.1.5, Company shall offer Collection in Refuse Carts to Customers at Commercial Premises that do not have space for, or do not generate enough waste to require the use of Bins for Collection at rates shown in Exhibit 2. If Company and Customer have a disagreement as to whether a Refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, City shall make the final determination as to whether Collection in a Refuse Cart may occur.

4.1.7 Overflowing Containers

Customers that regularly produce more Refuse than their current level of service can accommodate may have their service level increased in accordance with the following procedure:

First Incident in Three Month Period – If more material is placed for Collection than fits in a Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4), Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City to send to the Customer (at both the service and Billing

addresses) the picture and a letter instructing that the next instance of an overflowing Container may result in a charge, and possibly in an increase in the level of service.

Second Incident in Three Month Period – Upon the second event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4) in a three-month period, Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City send to the Customer the picture and a letter instructing that a third incident in that same three month period may result in an increase in the level of service. If the Bin overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Bin, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Refuse was left beside the Cart for Collection other than as permitted under Section 4.1.4, Company may charge the Cart Overage Fee in the approved Rate Schedule.

Third Incident in Three Month Period – Upon the third event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4) in a three-month period, Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City to send to the Customer the picture and a letter notifying Customer of an increase in its service level. If the Bin overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Bin, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Refuse was left beside the Cart for Collection other than as permitted under Section 4.1.4, Company may charge the Cart Overage Fee in the approved Rate Schedule.

In the event that this Section gives rise to a dispute between Company and a Customer, City shall settle the dispute in accordance with Section 5.2.3.

4.1.8 Roll-off Box Service

Company shall provide exclusive (as limited by Section 2.10) permanent and temporary Roll-off Box Collection service upon request. Company must deliver a temporary Roll-off Box to a Customer within one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request. Company may not charge for any services not listed in the rate schedule without prior approval of the City.

Company will provide standard 10, 30 and 40-cubic-yard standard Roll-off Boxes. The provision of compactor Roll-off Boxes, which are enclosed Containers attached to a compaction devise, is not included in this Agreement. Providing service to such

compactor Roll-off Boxes is included.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Roll-off Box in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Roll-off Box shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

4.1.9 Temporary Bin Service

Company shall provide exclusive (as limited by Section 2.10) temporary Bin Service to Customers upon request. Company must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or holidays listed in Section 4.5.1), if requested by 12:00 noon; otherwise delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Bin in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Bin shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

4.1.10 Scout Vehicles

Scout vehicles are defined as vehicles that transport a Solid Waste Container to and from the point of Collection by a Collection vehicle. There shall be no additional charge to provide scout service.

If Company must place a Bin in the public right-of-way to facilitate Collection, Company shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a shoot for Solid Waste Collection, the Bin must be serviced and returned immediately.

Any changes to the Customer scout service list shall be approved by City prior to Company adding or removing this service for any Customer.

4.1.11 Bin Pushout Service

There shall be no additional charge if the driver is required to move a Container from Customer's storage location to where the Bin must be positioned for Collection.

If Company must place a Bin in the public right-of-way to facilitate Collection, Company shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a shoot for Solid Waste Collection, the Bin must be serviced and returned immediately.

4.1.12 Locking Bins

Company shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved Rate Schedule.

4.1.13 Return Trip Fee

Company may charge a fee, per the approved rate schedule, in the event that Company arrives on time for a scheduled Collection of Carts, Bins or Roll-off Boxes, and is impeded from Collection due to Container being blocked or otherwise unable to be Collected due to issues within the Customer's control, and Company must return a second time for Collection. Charge may be assessed for the trip, not per Container, in the event of a Customer with multiple Containers. If Company attempts to contact Customer to confirm that the Container is accessible, but Customer is non-responsive, Company need not return that day and, therefore, may not charge the return trip fee.

4.1.14 On-Call Bulky Item Pickup

Company shall provide Bulky Item pickup service to all Single Family and Multi-Family Customers. Each Residential Cart Customer, and Single Family Customers with Bin service, shall be entitled to six Bulky Item pickups per calendar year at no additional charge. Multi-Family Customers are entitled to the equivalent of one Bulky Item pickup per calendar year for each dwelling unit in the building, at no additional charge; either Owner, manager or individual Dwelling Units may request service. Multi-Family Customer Bulky Item pickups are a total count for the entire Multi Family complex; Multi-Family complexes may allocate the Bulky Item pickups as needed among individual tenants.

Customers may put out up to six (6) Bulky Items at each pickup, or 10 bags of Yard Waste. Company may instruct Customers to provide Company with a minimum of one business day's (excluding Saturday, Sunday and holidays listed in Section 4.5.1) notice for the items which shall be Collected on the Customer's regular Collection day. Company shall Collect all Bulky Items as defined in Section 1.9 including items referred to as Electronic Waste or "E-Waste" as defined in Section 1.26. The following provisions shall apply to this program:

- No single item that cannot be handled by two workers will be accepted.
- The following items will not be picked up: Hazardous Materials, including waste oil or anti-freeze. For the purposes of this section, Universal Wastes such as fluorescent bulbs, household batteries, and televisions, monitors and other items referred to as "E-Waste" are not considered hazardous and will be Collected by and disposed of in accordance with this section as well as Sections 4.1.15 and 4.1.16 by Company.

Residential Customers that exceed the number of free pickups and Commercial Customers may receive Bulky Item Collection under the same terms for a fee, in accordance with the approved rate schedule in Exhibit 2.

Company will notify all Residential Customers annually, beginning within thirty (30) days of effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon request of Collection services.

Company to develop a warning notice separate and distinct in color from the notices described in Section 4.2.3, to inform Customers who set out Bulky Items without contacting Company one calendar day prior to setting out items, and that exceed the number of items per pickup, or the number of pickups per year, that they may incur a charge in accordance with the approved rate schedule.

4.1.15 Bulky Item Diversion

Bulky Items Collected by Company in accordance with Section 4.1.14, or otherwise Collected under this Agreement, may not be landfilled or disposed of until the following hierarchy of Diversion efforts has been followed by Company:

1) Reuse as is

2) Disassemble for reuse or Recycling

3) Recycle or market and sell Recyclable Materials for Recycling

4) Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

Company shall ensure that Bulky Items containing Freon, such as refrigerators, freezers and dehumidifiers, are safely dismantled, and hazardous/toxic materials are Disposed of in accordance with all current and future regulations.

4.1.16 Disposal of Electronic and Other Special Wastes

Company shall Divert waste requiring special handling, such as Electronic Waste, or "E-Waste," Collected in accordance with Sections 4.1.14 and 4.1.15, or by other means under this Agreement, by taking these goods to a properly permitted Facility, and not by landfilling.

Company may encourage Customers through public education materials to bring small items requiring special handling, such as fluorescent bulbs or batteries, to a local HHW drop-off center, but will properly process such material received through the provision of services under this Agreement at no additional charge.

4.1.17 Sharps Collection Program

Company shall provide Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Company shall also make Sharps containers available at pick-up location in the City as an alternative for the Customer. Residents are limited to four (4) containers at no additional charge per year. Each container shall be of adequate volume to accommodate the needs of a diabetic Person for a three month period.

4.1.18 Door-to-Door Household Hazardous Waste ("HHW") Collection Program (Optional Program)

The Company shall provide unlimited door-to-door Collection of HHW from both Single Family and Multi-Family Cart and Bin Customers at no additional cost. Company shall provide Residential Customers with a number to call to schedule an

appointment for the Collection of HHW. Customers shall place acceptable items in a sealed box, with a label affixed to the outside of the box listing the materials included, and additional information required by Company. Company and Customer will determine appropriate Collection location. Individual Customers may request unlimited pickups per year.

Materials Collected will include, at a minimum, the following:

- Garden Chemicals (such as fertilizer, insect sprays, weed killers, and other poisons);
- Swimming Pool Chemicals (such as pool acid and liquid and tablet chlorine);
- Automotive Waste (such as motor oil, antifreeze, waxes, polishes, cleaners, brake fluid, gasoline, used oil filters, oily rags, transmission fluid, windshield washer fluid, hydraulic fluid, and automotive batteries);
- Paint Products (such as oil-based, latex and spray paints, stripper, stains, caulking, wood preservatives, glue; and thinner);
- Household Cleaners (such as bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaners, and rust remover); and
- Miscellaneous Household Waste (such as household batteries, fluorescent tubes, thermometers, hobby glue, artist's paint, and non-controlled pharmaceuticals).

4.1.19 Medication Takeback Program

Company will assist the City in increasing awareness of medication takeback programs provided by local pharmacies, or programs offered by other government entities. Promotional activities will include: posting on Company's website, inclusion in the Annual Brochures/Mailings mailed to each Residential Customer, Billing inserts, social media targeted outreach, and press releases to local news outlets.

4.2 Recycling

4.2.1 Recyclable Materials Collection for Cart Refuse Customers

Company shall provide all Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, with a 60- gallon Cart for Collection of Recyclable

Materials ("Recycling Cart(s)"). Customers may request 90-gallon or 35-gallon Carts at no additional charge. Customers that regularly fill their Cart can have one additional Cart provided, for a total of two Recycling Carts, at no additional charge. Additional Recycling Carts may be requested for a monthly fee per Cart in accordance with the approved rate schedule. Recyclable Material Collection from Recycling Cart Customers within the City shall be a minimum of once each week, on the same day as Refuse Collection, and from the same set-out location as Refuse Containers. Company is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. At a minimum, Recyclable Material Collected from Recycling Cart Customers shall include, but not be limited to: newsprint, junk mail, cardboard, plastic numbers 1 through 7, cartons, metal, steel cans, aluminum cans, office paper, glass, jars, bottles, and any additional materials that can be recovered and Recycled. Company shall ensure that all public education and outreach is updated to reflect materials that may be placed in Recyclable Materials Containers as they change during the term of this Agreement. Residential Recyclable Materials Collection shall be on the same day of the week as Solid Waste Collection service. Company shall notify Recycling Customers, as is done for regular service, regarding holiday Collection schedules. Such records shall be made available for inspection by City upon request during normal hours of operation. Recycling services shall be provided as described in Company's Proposal.

4.2.2 Commercial Recycling

Company shall provide source separated Recycling using Bins or Carts for Commercial and Multi-Family Customers requesting such service at rates shown in Exhibit 2.

Company shall process mixed Solid Waste at a Material Recovery Facility for those Commercial and Multi-Family Customers that do not subscribe to a Source-Separated Recycling program, or otherwise participate in a qualifying Recycling program in accordance with AB 341.

Commercial Recycling is provided at no additional charge. Company shall deliver at least one Recycling Container (or more than one if needed to meet the Recycling needs of the Customer) to each Multi-Family and Commercial Customer required to participate in Mandatory Commercial Recycling under AB 341, or any other CalRecycle regulations in place at the time of execution of this Agreement.

4.2.2.1 Mandatory Commercial and Multi-Family Recycling

Company will promote Commercial and Multi-Family Recycling programs and assist the City in providing reports on Customers' Recycling efforts. Company to visit each Commercial and Multi-Family Customer that does not subscribe to Recycling services within one-hundred and eighty (180) days of the start of Collection service under this Agreement. The meeting shall be for the purpose of establishing a Source-Separated recycling program, documenting existing third-party-provided programs, or placing the Customer's account on the Mixed Waste Processing route. Company shall provide a report, on City provided forms, to the City noting the time, Customer contact, and result of each meeting and, if the Customer will not agree to a meeting, provide the time of contact, Customer contact name and number, and reason for not accepting a meeting. Reports will be updated on a quarterly basis and submitted with Company quarterly reports to the City. Company will report all Customers that have service levels within the thresholds of AB 341 on reporting forms provided by the City. The report will document whether the Customer receives Recycling service from the Company (Source-Separated or Mixed Waste Processing), self-recycles, or receives Recycling from a third party. Reports will be submitted to the City annually on or before July 1st.

4.2.3 Warning Notice

Company shall warn Customers who have non-Recyclable Materials in their Recycling Container, Non-Organic Materials in their Organic Materials Container, or Organic Materials or Recyclable Materials in their Refuse Containers as required by CalRecycle under SB 1383. Any warning notice shall be legible and securely affixed to the Container, and mailed at Company's cost including notice of potential penalties. If, after three written warnings in a six-month period, the Container continues to be contaminated, a contamination fee may be charged in accordance with the approved rate schedule. Company must leave instructive warning notices on the contaminated Containers, indicating the issue, how to correct it, and that the Customer will be charged a contamination fee if behavior is not corrected. The format of the warning notice must be approved by City. Company shall report monthly to City any warning notices issued, including the Customer name, service address, the date contamination was observed, any photographic evidence of the violation that was obtained, and any other information reasonably requested by the City. Company will also provide copies of written notices to the City on a monthly basis.

4.2.4 Marketing and Sale of Recyclable Materials

Company shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Company may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request.

4.2.5 Used Oil Recycling and Used Oil Filter Collection

Company shall Collect and Recycle used oil and used oil filters placed curbside by Refuse Carts on Collection day. Company may instruct Customers to call-in for this service at least one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) in advance, but Company shall Collect used oil and used oil filters left for Collection whether or not a call-in was placed. Company shall provide used oil Recycling Containers to Customers that request them. Upon Collection of used oil, Company shall leave an empty Container. Company shall include in its public education materials the availability of this program and the free used oil Containers, and how to properly place the oil and filters for Collection.

4.2.6 Minimum Recycling Requirements

Company shall Divert from landfilling a minimum of 40% of all Solid Waste it Collects under this Agreement excluding Construction and Demolition Debris. Compliance will be measured on a calendar year basis, beginning with Rate Year January 1, 2020 to December 31, 2020. Solid Waste Collected shall only be considered to have been Recycled or Diverted as required under this Agreement if it is deemed to be Diversion by CalRecycle in connection with efforts to meet City's Diversion goals. The Company shall make reasonable efforts to assure that Recyclable Materials are transported, handled and processed at a suitable Facility, so as to prevent or minimize the amount of such materials taken to a landfill and to maximize Diversion credits for the City. Company shall provide documentation to the City within 30 days of the end of each calendar year stating and supporting that calendar year's Diversion rate. Diversion from sources other than Company's Collection and Diversion efforts (such as source reduction, reuse, or Recyclable Materials Diverted by other Solid Waste enterprises, Collection of materials that are not the subject of this Agreement, or the efforts of self-haulers) is not to be counted as Diversion achieved by Company. Company's proposed minimum Diversion rate of 40% included an estimate of 2,800 tons of Diversion from

Transformation. Transformation may be used as a method to achieve the minimum recycling requirements to the extent that is allowable as Diversion as defined by CalRecycle.

Company shall Divert from landfilling the State-mandated Construction and Demolition Diversion percentage, currently 65%, of all Construction and Demolition Debris loads Company Collects under this Agreement.

Upon the request of either party, not more often than once every two (2) years, the Parties agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste characterization data provided by Company, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of processing material to achieve the required levels of Diversion, emerging methods of processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Company and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

If these Diversion requirements are not met, City may instruct Company to initiate new programs at Company's expense in order for this goal to be met on a consistent basis.

Company As Authorized Recycling Agent. City hereby designates Company as an authorized Recycling agent (though not the sole agent) for the purposes of conducting Recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Company at all times shall be and remain independent from the City.

4.3 Organic Materials Programs

4.3.1 Organic Materials Cart Collection

Company shall provide weekly Collection of Organic Materials on the same day as Refuse Collection from the City's Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, from the same set-out location as Refuse Containers. Company shall Collect Organic Materials placed in 60-gallon

Company-provided Containers, and bundled Yard Waste. Customers may request 90-gallon Carts at no additional charge. Company is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. Company shall have an Organic Materials Recycling program whereby it, at a minimum, Collects the types of Organic Materials required by CalRecycle for Residential Cart Customers. Company shall ensure that all public education and outreach is updated to reflect materials that may be placed in Organics Materials Containers as they change during the term of this Agreement.

Company shall only be obligated to Collect Organic Materials set out for Collection in bundles if it is a maximum of four (4) feet long and eighteen (18) inches in diameter.

Customers may request additional Organic Materials Carts in accordance with the approved rate schedule.

4.3.2 Holiday Tree Collection Program

Company shall Collect all holiday trees discarded by Single Family and Multi-Family Customers on the regularly scheduled weekly Collection days from the first Collection day after Christmas Day through January 31, at no additional charge. After this period, trees will be Collected as Bulky Items under Section 4.1.14. Trees up to seven (7) feet in length will be Collected and Diverted without Customers needing to cut them. Company may request that Customers with larger trees cut the trees to pieces no longer than seven (7) feet and that ornaments and stands be removed prior to placement at Collection point (curb, beside Bin or as otherwise determined by Customer and Company). Company will Divert from landfilling all holiday trees that are properly set out for collection.

4.3.3 Commercial Organic Materials Collection

Company shall provide Organic Waste Recycling to all Commercial and Multi-Family Premises and City Facilities subject to the requirements of AB 1826 and SB 1383. At a minimum the program will include unlimited Organics Cart Collection service (64-gallon Carts) and Organics Bin Collection service at no additional charge. Company shall deliver at least one Organics Container (or more than one if needed to meet the Organics Recycling needs of the Customer) to each Customer required to participate under AB 1826 and SB 1383.

4.3.3.1 Collection

Company shall Collect, process and Divert Organic Materials from Commercial and Multi-Family Customers. Company shall provide a program sufficient to enable City and Customers to meet or exceed the requirements of AB 1826 and SB 1383.

Company shall tailor the appropriate program to accommodate the waste generation and space constraints of each Customer. Company shall offer the following options, all-inclusive in this program:

- Organic Materials Cart: Customers that have the space for an additional Cart will have the option to receive a Commercial Organic Materials Cart.
- Organic Materials Bins: Customers that have the space and need for a larger Container have the option to receive an Organic Materials Bin for Collection.

Carts and Bins shall comply to the color and labeling requirements of SB 1383.

4.3.3.2 Site Visits, Education and Outreach

Within ninety (90) days of City Council approval of this Agreement, Company will provide an outreach plan to City for approval identifying the site visit schedule for which to send a Company representative to visit each Multi-Family and Commercial Customer that does not subscribe to Organic Materials Collection for the purpose of assessing levels of Organic Materials generation, assessing when Organic Materials collection service must be established to meet the requirements of Public Resources Code Section 42649.81, and encouraging all Multi-Family and Commercial Customers to establish Organic Materials Collection service in advance of the date when mandatory service is required. Company will contact Multi-Family and Commercial Customers to schedule site visits according to the approved schedule. Beginning January 1, 2020, and annually thereafter, a Company representative will contact Multi-Family and Commercial Customers not subscribing to the Organic Materials Collection service who are required under AB 1826. Beginning January 1, 2022, and annually thereafter, a Company representative will contact Multi-Family and Commercial Customers not subscribing to the Organic Materials Collection service required under SB 1383. The Company representative shall assist Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Materials for Collection and

processing, and attempting to resolve any logistical detriments to providing Organic Materials Collection service.

Company will incorporate education regarding Organic Materials Recycling and the State requirements into materials produced under Section 5.3, and will develop its own Organics-specific instructional materials for use in educating participating Customers. All participants receive ongoing, on-site training from Company for management, kitchen staff, service employees, janitors, etc. Company will create and distribute a letter to all Customers. Additional materials may include instructional posters, brochures, or other formats as mutually agreed to between City and Company. As with all outreach material, all items must be submitted for review and approval by City prior to distribution.

4.3.3.3 Contamination

Company shall perform contamination monitoring, route reviews, and inspections in compliance with the CalRecycle requirements under SB 1383.

Customers that place unacceptable Organic Materials or other items that cannot be Recycled such as textiles into the Organic Materials Container(s) will be handled in accordance with the procedures set forth in Section 4.2.3 with respect to the placement of non-Recyclable Materials into the Recycling Container.

4.3.3.4 Processing

Company shall process recovered Organic Materials in a manner that maximizes Diversion credit for City in accordance with CalRecycle regulations.

4.3.3.5 Records and Reports

Company shall maintain records and provide reports to City, at no additional cost, of:

- Commercial and Multi-Family Customers that do and do not participate in an Organic Materials program, whether the Organic Materials program is provided by Company or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise Diverts Organic Materials);
- Which Customers are required to participate in an Organic Materials Recycling program per Public Resources Code Section 42649.81;
- Records of Customer site visits;
- Source separated Organic Materials tonnage Collected from Commercial and Multi-Family Customers, separately identifying Green Waste and Food Waste if Collected separately;
- Commercial and Multi-Family Customers participating in food recovery programs;
- Commercial and Multi-Family Customers using third-party Recycling; and,
- Additional information that may be requested by the State/CalRecycle related to Recycling and Organic Materials programs.

4.3.3.6 Organic Materials Recycling Program Cost

The full compensation to Company to provide the Commercial Organic Materials program as described in Section 4.3.3 is included in the rates in Exhibit 2. Organic Materials Carts and Bins, public outreach, and all other elements of this program are to be provided at no additional cost. Participation in this program is anticipated to increase over time and has been factored into the rates, and no further compensation adjustment shall be implemented.

4.3.4 Roll-off Box Organic Materials Collection Service

Company shall make permanent Roll-off Box Organic Materials Collection available to all Customers at the rates shown in Exhibit 2.

4.3.5 End Uses for Organic Materials

Company shall Divert from landfilling Organic Material Collected through weekly Cart, bundle, Bin and Roll-off Box Collection, holiday tree Collection, and Mixed Waste Processing from Disposal. Company must provide end uses for Organic Material that maximizes Diversion credits for City according to regulations established by CalRecycle. Organic Material may be used as Alternative Daily Cover (ADC) only to the extent that the City will get full Diversion credit for its use. Diversion credit for ADC is not allowed after January 1, 2020 per Assembly Bill 1594. Company is responsible for monitoring how the Organic Material will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places the Company in default.

4.3.6 Future Residential Food Waste Diversion Program

Company is required to implement a program to Divert Residential Food Waste, either co-Collected with Yard Waste or separately Collected, by January 1, 2022 or as otherwise mandated by CalRecycle pursuant to SB 1383. The Company shall be entitled to a rate adjustment of two percent (2%) for implementation of the Food Waste program upon approval by the City Council in connection with the regularly scheduled rate adjustment for January 1, 2022. This is in addition to the annual adjustment implemented pursuant to Section 6.3. The two percent (2%) rate adjustment shall only apply to the standard service rates for Residential Cart service (including Senior discounted rate) included in Exhibit 2, and shall not apply to Additional Cart Rates or other additional service rates included in Exhibit 2.

4.3.7 Food Rescue and Donation Program

Company shall coordinate food rescue and donation efforts with each Customer deemed to generate Organic Materials as required by CalRecycle. Company shall perform quarterly examinations of routes for food donation opportunities and report results to the City and food rescue organizations.

4.3.8 Self-Hauled Yard Waste

Company shall accept clean self-hauled Yard Waste at Company's American Waste Transfer Station from City's Residential property Owners at no charge. Company shall accept self-hauled Yard Waste at Company's American Waste Transfer Station from

landscaping companies operating within the City in accordance with the approved rate schedule included as Exhibit 2.

4.4 City Services

4.4.1 City Facilities Collection

Company shall provide Solid Waste and Recycling, and Organic Material Collection and Disposal/processing service for materials generated at Premises owned and/or operated by City now and in the future at no additional charge. Company shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections shall be scheduled at a time mutually agreed upon by Company and City.

Company shall provide, at City's direction, Solid Waste Collection, transport, Disposal, processing and consulting services entailing:

a) Collection of Solid Waste from all City facilities and parks at least once per week or more frequently if required or requested by City staff;

b) Collection of Organic Material and Recyclable Materials from City facilities and parks;

c) Roll-off box or Container services to City; and,

d) Collection and proper Disposal of Electronic Waste such as defined in Section 1.26, Universal Wastes such as defined in Section 1.60, and other items that would be considered Household Hazardous Waste as defined in Section 1.33, that are generated by, and placed for Collection at, City facilities, or Collected as abandoned items under Sections 4.4.7, 4.4.8, and 4.4.9.

4.4.2 City Sponsored Events

Company shall provide Solid Waste and Recycling, and Organic Material Collection and Disposal/processing service for City-sponsored events at no additional charge to City or Ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and dispose of, or process, all Refuse. Company shall provide Recycling Containers for the Collection of Recyclable and Organics Materials. City-sponsored events include, but are not limited to:

- Youth Day Parade
- Health and Safety Fair
- Halloween Carnival
- Angel Tree Ceremony
- Easter Egg Hunt
- Volunteer Sponsorship Night
- Memorial Day Breakfast
- Lawndale Blues and Jazz Festival

4.4.3 City Cleanups

At no additional charge, Company shall provide services for two (2) City cleanups annually. Company shall make reasonable efforts to direct Solid Waste Collected during the clean-ups from landfill Disposal. The dates for the cleanup shall be proposed by Company prior to January of each year and approved by City. Company shall pick up authorized annual cleanup items from all Residential Cart Customers and transport to a Transfer Station, Disposal Site or MRF at no additional cost to Customers. Customers may also drop off items at the City yard on the Saturday of each event week Collection, Recycling, processing, or Disposal by Company. The following guidelines must be followed:

- All waste must be placed out for Collection by 6:00 a.m.
- The truck will pass each street one time only.
- Non-Bulky Items must be placed in disposable garbage bags or boxes only.
- Tree pruning and branches must be tied in bundles not longer than 4 feet.
- The maximum each residence may dispose of is 3 cubic yards (approximately 24 trash bags or 3' x 3' x 9').
- No single item that cannot be handled by two workers will be accepted.

- The following items will not be picked up: Hazardous Material, including waste oil (which is Collected per Section 4.2.5) or anti-freeze; concrete and dirt.

Company may refuse to Collect clean-up items and shall not be obligated to provide this service to any Person who does not set out Solid Waste, as described above, after reasonable warnings have been given. Company shall notify City of Persons whose clean-up items were not Collected. Company shall record by class and weight (in tons) the Solid Waste, Collected during the cleanup events. Company shall record the kinds and weights (in tons) of Solid Waste Diverted during these cleanups from the landfill through Recycling, reuse, Transformation or other means of Diversion.

Company shall also provide and Collect additional Roll-Off Box Containers at the City Yard as needed in connection with these services.

4.4.4 Shredding Service Event

Company shall provide an on-site mobile shredding service for use by City residents (a "Shredding Event") one (1) time per calendar year in coordination with one of the Annual Cleanups described in Section 4.4.3 at no additional charge. The Shredding Event shall be provided at a date, time, and location designated and approved by the Project Manager, in his or her reasonable discretion, and should be for a minimum of three (3) hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Company shall reschedule the Shredding Event to a date, time and location designated and approved by the Project Manager. The Shredding Event shall be conducted at Company's sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the Project Manager. Prior to each Shredding Event, Company shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event, and shall procure all necessary insurance coverage. Each Shredding Event shall be designed to accommodate up to a maximum of five (5) "Bankers" boxes of paper or other media suitable for shredding from each Residential and Multi-Family Premises Customer within the City that is participating in the Shredding Event. Residents participating in the Shredding Event must be able to visually observe the materials they delivered to the Shredding Event. Company shall publicize each Shredding Event through methods, and using materials, approved by the Project Manager, at no cost to the City.

4.4.5 Compost Giveaway

Company shall provide two compost giveaway events per calendar year in coordination with the Annual Cleanups described in Section 4.4.3 at no additional charge. Lawndale residents will be allowed to fill up their containers on a first-come, first-serve basis. Company shall provide forty (40) tons of compost material delivered to City Yard, or a location designated by the City. Any compost material remaining after event shall be removed by Company. The compost giveaway events will be coordinated with the City and can be held in conjunction with other City events.

4.4.6 Street Litter Container Collection

Company shall service all public litter Containers. Public litter Containers are provided by the City. Any liners or other items needed to continue service shall be provided by Company. If service levels are not sufficient to ensure Containers do not become full, service levels shall be increased at no additional cost to the City. If additional litter Containers are added, Company will service such Containers at no additional cost to the City.

4.4.7 Abandoned Item Collection

Company will Collect all abandoned items upon notification by the City for no additional charge. If Company is notified before 1:00 p.m., items will be removed the same day. If Company is notified after 1:00 p.m., items will be removed by 12:00 noon the following day.

4.4.8 Abandoned Item Sweeps

Company will provide one (1) vehicle with a two (2) Person crew to Collect abandoned items on Mondays, Wednesdays, and Fridays. Each sweep will be three (3) hours in duration. City shall work with Company to designate sweep areas, and will provide Company a minimum of two (2) business days' notice for changes to locations.

4.4.9 Special Cleanup Events

Company to provide up to ninety-six (96) one-hour cleanups per year at locations requested by the City at no additional charge. These cleanup events include but are not limited to cleanup of temporary encampments as may be directed by the City. Company is required to provide a minimum of one Collection vehicle and Company

personnel to place Solid Waste in the Collection vehicle. Company may charge an additional fee for cleanup events exceeding ninety-six (96) hours per year at a rate included in Exhibit 2 or as may be adjusted under the terms of this Agreement. Company to log start- and end-time of each cleanup event and provide a report on each cleanup event to the Project Manager.

4.4.10 Large Venue and Event Assistance, Event Recycling

Company shall assist City planners of large venue events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176, and in lowering Disposal quantities generated at such events at no additional charge.

4.4.11 Collection of Former Company's Containers

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Company shall Collect and recycle/dispose of all such Containers at no additional charge to City or Customers.

4.4.12 Web Portal and Mobile Application

Company shall provide access to Company's "MyResource" online application to all City Customers.

4.4.13 Battery Recycling Program

Company shall Collect household batteries placed on top of Residential Recycling Carts in Customer provided clear sealable bags labeled "Used Batteries."

4.4.14 Annual Food Drive

Company shall work with local non-profit groups to assist local food banks. Assistance by Company may include, but is not limited to, employee food drives, meal preparation, and preparation and distribution of holiday food baskets.

4.4.15 Summer Internship Program

Company shall work with the City's Project Manager to select Lawndale students to participate in a summer internship program for Company.

4.4.16 Facility Tours

Company shall offer and promote to the community and Lawndale K-12 schools free educational tours of the Company's local facilities.

4.5 Operations

4.5.1 Schedules

To preserve peace and quiet, Solid Waste shall only be Collected from Residential Premises between 6:30 A.M. and 6:00 P.M. Monday through Friday. Solid Waste shall only be Collected from Commercial Premises between 6:30 A.M. and 6:00 P.M. Monday through Saturday. Company may not make exceptions to these Collection days and times without advanced written approval from the City. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week shall all be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week.

Company shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City once annually upon 30-day written notice requesting said review. More frequent reviews may be required if operations are not satisfactory based on documented observations or reports or complaints. If the plan is determined to be inadequate by City, Company shall revise plan incorporating any changes into a revised plan and review said revised plan with City within thirty (30) calendar days.

4.5.2 Missed Pickups

When notified of a missed pickup prior to 12:00 p.m., Company shall Collect the Refuse, Recyclable Materials, and/or Organic Materials that was not Collected the same day by 6:00 p.m.. If notified after 12:00 p.m., Collection must take place no later than noon of the next Collection day (excludes only Sundays and holidays listed in Section 4.5.1 and, for Residential Cart Customers, Saturday).

4.5.3 Vehicles

A. General. Company shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict

accordance with its terms as described in Company's Proposal. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, above the number included in Company's Proposal shall be done so at Company's sole expense. Company shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle used to respond to complaints and emergencies.

B. Specifications. The Collection Vehicles utilized by Contractor at the commencement of Services under this Agreement are included in the table below:

Service Sector	Number of Vehicles	Model Year(s)
Residential	4	2019
Commercial	3	2013, 2015, 2017
Roll-Off	1	2015

Company shall operate no vehicles within the City over 10-years in age during the term of this Agreement. By the end of the first year of service, all route Collection vehicles used by Company in providing Refuse, Recycling, and Organic Materials Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use exclusively compressed natural gas (CNG) or liquefied natural gas (LNG). Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Company's Collection vehicles shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement. Front-end loading vehicles servicing Residential routes that utilize a Curotto-Can style device for Collection, must be equipped with a litter abatement screen (referred to by Republic Services as "fly-swatters") in order to reduce incidents of litter or dust occurring during Collection.

C. Vehicle Identification. Company's name, local telephone number, and a unique vehicle identification number designed by Company for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. No advertising shall be permitted other than the name of the

Company except promotional advertisement of the Recyclable Materials and Organic Materials programs, other programs specific to the City, or information requested by City. All advertisement must be approved by the City. City may request changes to the vehicle advertising up to two (2) times per year. Company shall not place City's name and/or any City logos on Company vehicles.

D. Cleaning and Maintenance

1) Company shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

2) Vehicles used in the Collection of Refuse, Recyclable Materials, and Organic Materials shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Company shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Company agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

3) Company shall repaint all vehicles used in the Collection of Refuse, Recyclable Materials and Organic Materials as needed to maintain a clean and neat appearance, and within thirty (30) days' notice from City, if City determines that their appearance warrants painting.

4) Company shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Company shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Company shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.

5) Company shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Company shall maintain accurate records of repair, which shall include the date

and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

6) Company shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

7) Upon request, Company shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Company shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

Company equipment used for Refuse, Recycling, and Organic Materials services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Company shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Subject to Section 9.1, Company shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: City's driving surfaces, whether or not paved; associated curbs, gutters and traffic control devices; and other public improvements.

F. City Inspection Per Code. City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code,

including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with, and its return to service has been approved by the City.

G. Vehicle Inspections. Upon City request, Company shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Company receives a terminal rating below satisfactory, the Company is in violation of the Agreement. The Company has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Company shall be considered in default of the contract and the City may terminate the Agreement.

H. Correction of Defects. Following any inspection, the City Manager, or the City Manager's designee, shall have the right to cause Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final. City Manager's determination may not be appealed if the vehicle reconditioning or replacement is due to a safety finding by the CHP.

4.5.4 Carts

4.5.4.1 Company-Provided Carts

A. Cart Selection, Distribution and Exchanges. Company shall provide Customers with Carts at no extra charge.

Prior to the start of service under this Agreement, Company shall mail a notice of rates, and provide Customers the opportunity to request service changes. If no response is received by Customer by specified date, Customer will retain the same level of service currently provided.

Customers may each request one free exchange in Cart sizes for six months after the initial Cart is delivered. One exchange includes all Cart size changes included in the

same Customer request and may include changes made to any number of the Customer's Carts. If a second request is made, or if a request is made following the initial six-month period, Company may charge for each request, regardless of the number of Carts exchanged, in accordance with the Rate Schedule. If the exchange request only includes the changes listed below, the exchange fee shall be waived:

- Increase in Recycling Cart size or number;
- Increase in number of Organic Materials Carts;
- Decrease in size or number of Refuse Carts; and/or,
- Removal of any Cart without replacement.

This procedure shall be described in the initial Cart mailing and in public education materials during the initial six-month window.

B. Cart Design Requirements. The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement, and may require Company to replace such Carts. Company shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383.

C. Capacity. References to Cart sizes of 35-, 60-, or 90-gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40-gallons,
- 60 to 70-gallons, and
- 90 to 101-gallons.

D. Cart Handles. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will

provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

E. **Cart Lid.** Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

F. **Cart Colors.** The Refuse, Recycling and Organic Materials Carts or Cart lids will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City, and shall comply with CalRecycle requirements under SB 1383.

G. **Cart Labeling and Hot Stamping.** Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., trash, Recycling, Organic Materials) in English and Spanish. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or

Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Information on the Carts shall include the telephone number to call for Company for Bulky Item pickups, and shall include a "No Scavenging" warning identifying the City's Municipal Code violation for scavenging.. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

H. Cart Performance Requirements. All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

I. Cart Load Capacity. Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (LBS)
90-101	200
60-70	130
30-40	70

J. Cart Durability. Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;

- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

K. Chemical Resistant. Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

L. Stability and Maneuverability. The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

M. Lid Performance. Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the

original designed and intended positions when either opened or closed or any position between the two extremes; and,

- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

4.5.4.2 Cart Reparability or Replacement

Company shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within two (2) business days of notification (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for graffiti removal within two business (2) days of notification, at no additional charge to the Customer or to City, unless Company can demonstrate to the City Manager beyond a reasonable doubt that the damage or loss was due exclusively the Customer's intentional or negligent behavior. City Manager shall make the final determination. If City permits a repair or replacement charge to be assessed against a Customer, charge shall be no more than the actual cost of repair or the Company's purchase price for a new Cart, whichever is lower. All repairs must restore the Cart to its full functionality. Unsightly/worn-out Carts shall be replaced by Company upon Customer request at no additional cost to Customer.

All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

4.5.4.3 Bins

A. Cleaning. Company shall provide Customers with Bins required during the term of this Agreement. The size of Company-provided Bins shall be determined by mutual agreement of Customer and Company, and shall be subject to City approval. Company shall maintain Bins in a clean, sound condition free from putrescible residue. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Company shall clean Customer Bins at the rates shown in the approved rate schedule. Company shall perform cleaning, repainting, or replacement of Bins as

necessary to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container. Company shall remove graffiti from any Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request by City or Customer. Company is required to proactively look for graffiti when Collecting Bins, with all graffiti removed from Containers in no later than two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) after any Collection without notification.

B. Bin Identification and Color. Each Bin placed in City by Company shall have the name of Company and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bins shall be labeled to include bilingual (English and Spanish) and graphic instruction on what materials should and should not be placed in each Bin. Company shall repaint Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color of, and all Recycling and Organic Materials Bins shall be painted a different, uniform color.

All Bins in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

4.5.4.4 Roll-off Boxes

Company shall provide sufficient Roll-off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Company in letters not less than three (3) inches high on the exterior of the Roll-off Box so as to be visible when the Roll-off Box is placed for use. Company shall properly cover all open Roll-off Boxes during transport as required by the State Vehicle Code.

4.5.5 Litter Abatement

A. Minimization of Spills. Company shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Company shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Company shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

B. Clean Up. During the Collection or transportation process, Company shall clean up litter in the immediate vicinity of any Solid Waste storage area whether or not Company has caused the litter. Company shall identify instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City. Company may charge Customers the Bin Overage Fee in accordance with the approved rate schedule for the cleaning of Container enclosures or around the Container if it is littered due to overflowing Containers. Company may address habitual offenders in accordance with Section 4.1.7.

C. Covering of Loads. Company shall properly cover all open debris boxes during transport to the Disposal Site.

4.5.6 Personnel

A. Qualified Drivers. Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B. Hazardous Material Employee Training. Company also agrees to establish and vigorously enforce an educational program which will train Company's employees in the identification of Hazardous Material. Company's employees shall not knowingly place such Hazardous Material in the Collection vehicles, nor knowingly dispose of such Hazardous Materials at the Processing Facility or Disposal Site.

C. Customer Courtesy. Company shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Company shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Company shall take all necessary

corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Company of a complaint related to discourteous or improper behavior, Company will consider reassigning the employee to duties not entailing contact with the public while Company is pursuing its investigation and corrective action process.

D. Training. Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

E. Unauthorized Material Removal. Company shall dismiss or discipline employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

4.5.6.1 Employment of Former Company Employees

Company shall invite for interview all former employees of the previous hauler to be displaced by the transition of Solid Waste Collection under this Agreement. Company shall make offers of employment to all such applicants qualified for available positions with Company

4.5.7 Identification Required

Company shall provide its employees, companies and Subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. All Company employees shall wear clothing bearing the Company name and/or logo at all times while in the City and providing services under this Agreement. City may require Company to notify Customers yearly of the form of said identification. Company shall provide a list of current employees, companies, and Subcontractors to City upon request.

The City reserves the right to perform a security and identification check through the Los Angeles County Sheriff's Department upon Company and all its present and future employees, in accordance with accepted procedures established by the City, or for probable cause.

4.5.8 Fees and Gratuities

Company shall not, nor shall it permit any agent, employee, or Subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with Exhibit 2 as updated and approved by City throughout the Term of the Agreement.

4.5.9 Non-Discrimination

Company shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

4.5.10 Coordination With Street Sweeping Services

Company shall make reasonable efforts to coordinate route schedules with the City's street sweeping schedule. Company shall provide all routes and route schedules to the City and work with City to resolve conflicts with street sweeping schedules.

4.5.11 Change in Collection Schedule

Company shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change in the day on which Solid Waste Collection occurs. Company will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City's approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes in the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Company shall provide written notice of the change to affected Customers ninety (90) days in advance and shall publish the changes in a newspaper of general circulation.

4.5.12 Report of Accumulation of Solid Waste; Unauthorized Dumping

Company shall direct its drivers to note (1) the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Company shall deliver the address or description to City within five (5) working days of such observation.

4.6 Contingency Plan

Company shall submit to City on or before the effective date of the Agreement, a written contingency plan demonstrating Company's arrangements to provide vehicles and personnel and to maintain uninterrupted service during breakdowns, and in case of natural disaster or other emergency including labor disputes and the events described in Section 11.5.

4.7 Transportation of Solid Waste

The Company shall transport all Solid Waste Collected under Section 4.1 to permitted Solid Waste facilities. Company agrees to make all reasonable efforts to separate Recyclable Materials and Organic Materials from Refuse for Diversion from landfill Disposal.

The Company shall maintain accurate records of the quantities of Solid Waste transported to permitted Solid Waste facilities and will cooperate with the City in any audits or investigations of such quantities.

The Company shall cooperate with the operator of any permitted Solid Waste Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with it Hazardous Material exclusion program, and so forth.

4.8 Disposal of Refuse

The Company shall dispose of all Refuse Collected under Section 4.1 at the Disposal Site. Unless and until the City otherwise obtains ownership of the Solid Waste stream, the Disposal Site Company has designated shall be the Sunshine Canyon Landfill.

4.9 Status of Disposal Site

Any Disposal Site utilized by Company, shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). Any such landfill has been issued all permits from federal, State, regional, county and City agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits.

The Disposal Site is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Solid Waste delivered to it by, or on behalf of, City for the term of this Agreement plus any extensions thereto.

4.10 Disposal Capacity Guarantee

Company shall provide City with guaranteed Disposal capacity for all of the Solid Waste Collected for the Term of this Agreement.

4.11 Commingling of Collection Routes

Company shall not commingle City Refuse Collection routes with other city or county routes. If this is not feasible, upon approval by the City, Company may commingle routes, but must submit to City a detailed monthly report setting forth the breakdown of tonnage Collected from the commingled routes within thirty (30) days after the end of each month. Company shall have the methodology used to segregate the loads between jurisdictions approved in advance by the City.

4.12 Route Audit

Once during the first year or at City request (but not more than once every three years), Company shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Company when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Company to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Company providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

For Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling, Organic Materials)
- Cart condition;

For Bin and Roll-off Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Residential, Commercial, Roll-off);
- Service Level per Company Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Company shall submit to City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial and Roll-off);
- Confirmation that all routes are dedicated exclusively to City Customers;
- Number and type of exceptions observed;
- Total monthly service charge (Residential, Commercial and Roll-off Box), pre-audit;

- Total monthly service charge (Residential, Commercial and Roll-off), post-audit (subsequent to corrections of identified exceptions); and,

The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

4.13 Service Exceptions; Hazardous Material Notifications

A. Failure to Collect. When Solid Waste is not Collected from any Solid Waste service recipient, Company shall notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

B. Hazardous Material Inspection and Reporting. Company reserves the right to reject Solid Waste observed to be contaminated with Hazardous Material and the right not to Collect Hazardous Material put out with Solid Waste. Company shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Material, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Company observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Materials unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Company will immediately notify the City Manager or the City Manager's designee. Company shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Material that may come into their possession.

C. Hazardous Material Diversion Records. Company shall maintain records showing the types and quantities, if any, of Hazardous Material found in Solid Waste and which was inadvertently Collected from service recipients within the City, but Diverted from landfilling.

4.14 Company/City Meetings

Company and City will meet monthly, or as otherwise requested by City staff for the term of this Agreement, to discuss concerns and comments. City reserves the right to

increase or reduce the number of Company/City Meetings at any time during the term of this Agreement.

ARTICLE 5

OTHER SERVICES

5.1 Services and Customer Billing

5.1.1 Service Description

Company shall periodically, at least 30 days prior to the effective date of a rate change, prepare and distribute, subject to the direction of City, a notice to each Owner or occupant of property entitled or mandated to receive service under this Agreement a listing of Company's Collection rates, annual holiday schedule, and a general summary of services required to be provided hereunder and optional service which may be furnished by Company. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Company. Company shall include in each Residential Billing the phone number for residents to call for Bulky Item pickups.

5.1.2 Cart Billing

In regard to the Billing of Customers and the collection of those bills:

Company shall perform the Billing and processing of payments for all Customers receiving Cart service within the City's boundaries on a quarterly basis no sooner than the first day of the service period to be billed for. City shall not be responsible for or participate in the collection of charges for these services. All bills must carry a due date, not "due upon receipt," and shall be due no earlier than the forty-fifth (45th) day of the period to be billed for. Non-payment will be handled in accordance with Section 5.1.6.

5.1.3 Senior Discount [to be updated based on awarded proposal]

Seniors 65 years of age and older whom are considered head of household receiving Cart Service shall receive a fifteen percent (15%) discount on Cart rates in accordance with the approved Rate Schedule.

5.1.4 Bin, Roll-off and Temporary Services Billing

Company shall bill for Bin, Roll-off Box and temporary services and other special charges as permitted in Exhibit 2. Company shall bill monthly, no sooner than the first

day of service and require payment no sooner than 30 days from the start of the service period Billed for.

For Cart Customers or Customers without an account with Company who request temporary Roll-off Box or temporary Bin service, Company will accept major credit cards for payment. Individually serviced Customers who do not use credit cards may be required by the Company to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within five business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of the termination of service.

Customers sharing a Bin may request to be Billed separately for their share of service, based upon the number of businesses sharing the Bin, or as otherwise divided and agreed to among such Customers.

Bills must be itemized by Container size, frequency of service, and period billed for.

5.1.5 Review of Billings

Company shall review its Billings to Customers under Sections 5.1.2 and 5.1.4. The purpose of the review is to determine that the amount which Company is Billing each Customer is correct in terms of the level of service being provided to such Customer by Company. Company shall review Customer accounts annually, and submit to City a written report of that review annually on the anniversary of the Effective Day of this Agreement.

5.1.6 Suspension of Service Due to Non-Payment

Once a payment is 30 days past due (at least 75 days after the beginning of the service period Billed for, for Cart Customers, and at least 60 days after the beginning of the service period billed for, for Bin Customers), Company shall send a notice to both the service address and the billing address that service will be suspended if payment is not made within an additional 30 days (at least 105 days after the beginning of the service period Billed for, for Cart Customers, and at least 90 days after the beginning of the service period billed for, for Bin Customers). Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts. Company may assess late fees as follows: 1.5% per month on outstanding past due balances with such finance charge beginning to accrue

90 days from the date of invoice for Residential services and 60 days from the date of invoice for Commercial services, and may charge a re-start fee in accordance with the approved Rate schedule for re-establishing service that was discontinued due to non-payment.

5.2 Customer Service

5.2.1 Customer Service Office

Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays. A responsible and qualified representative of Company shall be available during office hours for communication with the public. Normal office hour telephone numbers shall be a toll free call. Company's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Company shall also maintain a toll free telephone number for use during other than normal business hours. Company shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. After-hour calls shall be responded to on the next business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1).

5.2.2 Complaint Documentation

All service complaints shall be directed to Company. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

Company shall log all complaints received by telephone and said log shall include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, employee recording complaint and the action taken by Company to respond to and remedy complaint. Missed pickups shall be included in this log.

All Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of receipt. Company shall log action taken by Company to respond to and remedy the complaint.

All Customer service records and logs kept by Company shall be available to City upon request and at no cost to City. City shall, at any time during regular Company business hours, have access to Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

5.2.3 Resolution of Customer Complaints

Disputes between Company and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Company shall reimburse the City's legal and consultant costs for each City intervention in a dispute between Company and a Customer if the City reasonably deems intervention is required and the Customer's dispute is valid.

Should Company and Customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by the City, and the City's decision shall be final.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Company. Nothing in this section is intended to affect the remedies of third parties against Company. To the extent that remedies are warranted through this Agreement, this section shall apply.

5.2.4 Project Manager

The City and the Company have each designated in writing a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Project Manager"). The City's Project Manager initially shall be the Director of Public Works or such person designated by the City Manager. The City may designate a successor or substitute Project Manager at any time by written notice to Company. Company's Project Manager shall be Dawn Harris-Benton. Company shall not change this designation without prior approval of the City, excluding cases of termination of the employee. City may request that Company change Project Manager, and shall have the right to approve the Project Manager. The Company's Project Manager shall meet with the City as necessary to effectuate the purposes of the Agreement.

5.2.5 Route Supervisor

Company shall designate in writing a route supervisor that shall be assigned exclusively to the City, and who shall be responsible for working with City's Project Manager to resolve Customer service related complaints. Route supervisor shall be accessible via cell phone or radio in the field at all times. City shall be notified in advance of any change in Route Supervisor and shall have the right of approval. City may request that Company change Route Supervisor.

5.2.6 Customer Service Representative for Transition

If requested by City, Company shall station a Customer service representative at the City's Public Works office for a three month period beginning one week prior to the roll-out of new services under this Agreement. City shall supply a desk and access to City telephone service. Customer service representative shall remain an employee of Company and Company shall provide such employee with access from the City's Public Works office to Company's Customer service system, and radio or mobile phone access to Company's Project Manager and Route Supervisor (see Sections 5.2.4 and 5.2.5).

5.3 Education and Public Awareness

5.3.1 General

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Company agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Company shall maintain its own program of providing information relevant to Billing and Solid Waste services, issues and needs with its bills. All public education materials shall be approved in advance by City.

City may request Company to perform mailing services and if so able, provide not less than thirty (30) days notice to Company prior to the mailing date of any proposed mailing to permit Company to make appropriate arrangements for inclusion of City's materials. City will provide Company the mailers at least fifteen (15) days prior to the

mailing date. City shall normally bear the expense of reproduction and distribution of such additional information only to the extent it is clearly in excess of Company's normal Billing costs. Notwithstanding, Company shall bear all costs incurred for copying and mailing of Proposition 218 notices per Section 6.4.1.1 of this Agreement

5.3.2 Implementation Plan and On-going Education Requirements

5.3.2.1 Implementation Plan

a) *Basic Plan and Schedule.* No later than ninety (90) days prior to the initiation of services under this Agreement, Company shall provide City a written implementation plan for the transition of services required by this Agreement from the former Solid Waste enterprise to Company, which plan shall be in a form reasonably acceptable to City ("Implementation Plan"). The Implementation Plan shall detail the activities necessary for a smooth and seamless transition from City's current waste hauler to Company. The Implementation Plan shall also set forth the schedule for each of the activities listed in the Implementation Plan ("Implementation Schedule"). At a minimum, the Implementation Plan shall include all of the tasks listed in the Implementation Schedule that was included in Company's Proposal. In addition, the Implementation Plan shall include any other task that City reasonably requests. A copy of the Implementation Schedule that was included in Company's Proposal is attached to this Agreement as Exhibit 1.

b) *Evolution of Implementation Plan.* The City and Company anticipate that the Implementation Plan and Implementation Schedule may change prior to the service start date. As a result, the City and Company shall meet on a regular basis to discuss the Implementation Plan, Implementation Schedule, cooperation of the predecessor City-franchised waste haulers, and any other item reasonably requested by either the City or Company.

c) *Shortfalls During Implementation Period, Remedial Action.* City shall use reasonable business efforts to cooperate with Company in reaching the milestones set forth in the Implementation Plan. Notwithstanding the above, Company shall be solely responsible for implementing and reaching, the milestones set forth in the Implementation Plan and handling Customer complaints. Company shall have sufficient Solid Waste handling resources (i.e., vehicles, personnel and Containers) prior to the service start date, and shall use reasonable business efforts to ensure that the transition from the current waste

haulers is efficient, clean and accordant with the service standards set forth in this Agreement. In the event Company is unable to meet these service standards during this transition, Company shall at its sole cost have on stand-by another Solid Waste Collection contractor, which while operating as a subcontractor to Company, will assist Company in resolving any service shortfalls. Under no circumstances shall City be responsible for the resolution of Customer disputes relating to the Implementation Plan, except to the extent such disputes are directly attributable to City's active negligence or gross misconduct. Nothing herein waives or limits the City's rights and remedies to abate nuisance conditions or service shortfalls during the Implementation Plan period.

5.3.2.2 Ongoing Education Requirements

Company will provide a minimum of the following public education items to be developed at Company's expense and distributed as indicated below:

- **Initial Mailing** – Company will prepare and mail an initial mailing to Customers explaining the transition from the existing program to the new program. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.

- **Workshops** – Company will conduct a minimum of three public workshops describing program changes, route changes, dates of program implementation, and other necessary information. Company will display new Containers to be distributed.

- **Instructional Packet Accompanying Company-Provided Containers** – An information packet shall be attached to each set of Carts distributed to a Customer. Packet should describe available services, including how to place Carts for Collection, which materials should be placed in each Cart, Collection holidays, and a Customer service phone number.

- **Cart Instruction Markings** – Company will place stickers on, or hot stamp, Recyclable Materials and Organic Materials Carts to demonstrate to Customers which materials are and are not acceptable for placement in each Cart. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in both English and Spanish. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

- **How-To Brochure** – Company will prepare and distribute a brochure packet to new Customers when they start service. Packet will contain updated information on how to use the Company-provided Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions.

- **Annual Brochures/Mailings** – Not less than once per year during each Rate Year, Company shall prepare and distribute to each Customer a mailing to update Customers regarding program basics, program changes, holiday schedules and other service related information. Separate brochures shall be developed for Residential and Commercial Customers, reflecting the different services provided to each group. Mailings should promote and explain: all Solid Waste programs offered by City and Company (such as Recycling, Organic Materials, Holiday Tree and Bulky Item Collections) describe in detail; the environmental, regulatory, and other benefits of participating in Recycling; how to properly dispose of Household Hazardous Material such as syringes, paint, etc.; Collection schedules, including holiday schedules; Customers service numbers; and the procedures to begin and terminate services. This brochure shall be at least two (2) pages, and printed in full color. Company is responsible for all associated costs.

- **Semi-Annual Newsletter** – Not less than twice per year during each Rate Year, Company shall be responsible for all costs incurred for the production and mailing of the City's semi-annual newsletter. The City reserves the right to direct the production of the Semi-Annual Newsletter to a contractor of the City's choosing. The Company shall be required to coordinate distribution via U.S. Mail of the Semi-Annual Newsletter with a local mailing house, including furnishing Single-Family and Multi-Family Cart and Bin Customer mailing addresses.

- **Corrective Action Notice** – For use in instances where the Customer sets out inappropriate materials.

- **Company Representative** - Company shall provide a representative able to visit civic groups, school assemblies, and homeowners' associations, to promote and explain the Recycling programs, and participate in demonstrations, and civic events.

- **Web Site Page** – Company shall dedicate one page of a Company web site to City services, including, at a minimum, listing contact names and numbers for Customer

Service and information on Bulky Item Collection. The Company shall assist the City in establishing a link to this web page from the City's web site.

- **Recycling Curriculum** – Company will provide a Recycling education curriculum for use in classroom visits and workshops, developing materials such as posters, coloring books, puzzles and quizzes.

All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

5.3.3 Community Events

At the direction of City, Company shall participate in and promote Recycling and other Diversion techniques at a minimum of four (4) community events. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste program. The City reserves the right to modify the required events and Company's participation requirements.

Company shall assist City in participating in the County-wide Hazardous Material program presently managed by the Los Angeles County Department of Public Works (LADPW). Company shall further assist City in its participation in the County-wide Household Hazardous Waste program by assisting the City and the LADPW in the location of appropriate Collection sites, and in the distribution of flyers, and furnishing information to service groups and encouraging such groups to disseminate information about pending Household Hazardous Waste programs in the vicinity of the City. Company shall comply with all reasonable requests of the City and the LADPW that concern or relate to any sponsored Household Hazardous Waste program conducted in the vicinity of the City.

5.3.4 Collaborative Sustainability Branding

Company will work directly with City and community based organizations to support branding efforts to highlight and promote all community sustainability events, such as the Annual Cleanup Event, Compost Event, Document Shredding Event, Green Business Certification, LADPW Household Hazardous Waste Events, and major City events.

5.3.5 News Media Relations

Company shall notify the City's Project Manager by email or telephone of all requests for news media interviews related to Collection Services hereunder within twenty-four (24) hours of Company's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Company will discuss Company's proposed response with the City's Project Manager.

A. Copies of draft news releases or proposed trade journal articles shall be submitted to City for prior review and approval at least five (5) working days in advance of release, except where Company is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Company shall submit such materials to City simultaneously with Company's submittal to such regulatory agency.

B. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

5.4 Waste Generation/Characterization Studies

Company acknowledges that City must perform Solid Waste generation and Disposal characterization studies periodically to comply with AB 939 requirements. Company agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed, to determine weights and volumes of Solid Waste and characterize Solid Waste generated, disposed, transformed, Diverted or otherwise handled/processed to satisfy AB 939 requirements.

5.5 Green Business Certification Program

On or before January 2, 2020, Company must establish a recognition program for Commercial businesses in the City. The Green Business Program will be a voluntary program managed entirely by Company, and certification may include water and energy conservation, pollution prevention, and reduction of toxic substances in the workplace. Businesses certified will be honored by Company at a City Council Meeting.

ARTICLE 6
COMPANY COMPENSATION AND RATES

6.1 General

Company will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Company Compensation provided for in this Article shall be the full, entire and complete compensation due to Company pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, processing, transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

6.2 Initial Rates

The rates for the Rate Year ending December 31, 2020 shall not exceed those set forth in Exhibit 2 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Company. Company has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Company Compensation. Unless and until the maximum rates set forth on Exhibit 2 are adjusted, Company will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 2, except as provided herein in this Article 6.

6.3 Schedule of Future Adjustments

Subject to the limitations set forth in Proposition 218 and Government Code Section 53756, beginning with Rate Year 2 (January 1, 2021 to December 31, 2021) and for all subsequent Rate Years, Company or City may request an annual adjustment (increase or decrease) to the maximum rates shown in Exhibit 2, excepting that Company shall be entitled to those automatic adjustments in rates as provided in Section 6.4.2 hereof without notice or approval of the City so long as such adjustments are implemented in compliance with Government Code Section 53756. For all inflationary adjustments extending beyond those set forth in Section 6.4.2, the Company shall submit its request in writing, to be received by City in person or via certified mail, by October 1 of the same year based on the method of adjustment described in Section 6.4. Failure to submit a written request by October 1, shall result in Company waiving the right to

request such an increase for the subsequent year. If in any year, the Company does not request the annual adjustment, and the adjustment would have been a decrease, the next year's adjustment will be offset to the extent of the waived decrease or the City may choose to notify the Company that it will implement the decrease.

6.4 Method of Adjustments

6.4.1 General

Pursuant to Section 6.3, Company may request an annual adjustment to the Total Rate according to the formula shown in Exhibit 3, subject to review and approval of the City and the terms and conditions of Proposition 218 and Government Code Section 53756. All future adjustments to be effective January 1 shall be based on the rates described in the Company's Proposal.

6.4.1.1 Compliance with Proposition 218

To the extent applicable, adjustments and/or increases to the maximum rates, including annual requests under Section 6.3, extraordinary request under Section 6.5 and any other request for rate increases, are strictly subject to the assent of the City and compliance with Proposition 218 and Government Code Section 53756. The City intends to comply with all Applicable Laws, (including without limitation Proposition 218 to the extent the City maintains the position that Proposition 218 is applicable to the services provided under this Agreement), concerning the setting of adjustments to the maximum rates under this Agreement.

In the event of a rate adjustment, Company is required to mail Proposition 218 notices to all Customers. Company is responsible for all costs incurred for copying and mailing of notices.

6.4.1.2 Indemnification

Company shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigations, and administration) and costs or losses of any kind whatsoever paid, imposed upon,

endured or suffered by or assessed against Company or any of the indemnitees resulting in any form from the City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Articles XIIIC and Article XIIID to the imposition, payment or collection of rates and fees for services provided by Company under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Company's costs in providing service, such as governmental fees, Franchise Fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIIIC or XIIID, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss between the Parties.

6.4.1.3 No Waiver of City Council Discretion at Hearings

With respect to all matters submitted to the City Council or other administrative decision-making body for hearing, this Agreement does not waive or limit the City's police powers (which police powers the parties acknowledge cannot be contractually waived) nor does anything in this Agreement waive or limit the exercise of discretion inherent to the City Council or other administrative decision-making body. However, the City will warrant that requests for rate adjustments will be heard and considered in the exercise of good faith on the part of the City. The City's decision on matters submitted to a public hearing will be made at or after the public hearing, not beforehand. While Company's failure to comply with the terms hereof could be a default leading to termination of this Agreement, in no case will City's failure to approve any items submitted to it for hearing (per Section 6.3 or otherwise) be a default hereunder, and, subject to the requirements of due process, City bears no liability to Company for any damages suffered by Company as a result of a hearing outcome.

6.4.1.4 Proposition 218 Protest Contract Remedy

If an annual rate adjustment requested in accordance with Section 6.3 is verified for accuracy by the City and not implemented solely as a result of a 50% protest in accordance with Proposition 218, Company may either: 1) accept that the rate will remain at the rates in effect prior to the requested rate increase, or 2) submit in writing to the City its intent to terminate the Agreement. A request to terminate the Agreement under this section would require a two-year advance written notice and must be

submitted within 90 days of the denial of the rate increase request as a result of the 50% protest. This right to terminate does not apply to rate adjustments requested under Section 6.5 or any other section of this Agreement, or for any other reason other than requests under Section 6.3.

6.4.2 Rate Adjustment Calculation

Subject to the conditions and limitation of Proposition 218 and Government Code Section 53756, the approved Company Compensation shall be based on the percentage change in the average annual published Consumer Price Index ("CPI"), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ended June prior to the Rate Year anniversary date, and the 12 months ended the prior June. For example, for the first rate increase effective January 1, 2021, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending June 2019 to the average of the monthly indices for the 12 months ending June 2020. An example calculation is included in Exhibit 3B. If the index is discontinued, an alternative index must be approved by the City Manager.

If the rate adjustment calculation is calculated to be 0% or less, there shall be no changes to charges and rates during the Rate Year corresponding the rate adjustment calculation. In the case of a calculated rate decrease, the amount of such decrease shall be carried forward as an offset to future rate increases.

6.5 Extraordinary Adjustments

Subject to the conditions and limitations in Proposition 218 and Government Code Section 53756, Company or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 6.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in Recyclable Materials processing costs or, changes in the market value of Recyclable Materials from the values assumed in Company's Proposal, inaccurate estimates by the Company of its proposed cost of operations, unionization of Company's work force, or change in wage rates or employee benefits. Company may request an extraordinary adjustment based on changes in a direct per ton fee assessed at the Disposal Site by federal, State or local regulatory agencies after the Effective Date. Extraordinary rate adjustments shall only be effective after approval by City Council,

may not be applied retroactively, and shall undergo a majority protest process under Proposition 218 if such adjustments increase rates above those currently in effect.

For each request for an adjustment to the maximum rates that Company may charge Customers brought pursuant to this section Company shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. Company shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

Company shall provide to City a report of its annual revenues and expenses for the services provided in the City prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Company and shall have no financial interest whatsoever in the business of the Company. City shall have right to audit this information in connection with the City's review of Company's rate adjustment request. City shall review the Company's request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City's approval of an extraordinary rate adjustment request made in response to a change in the City of Lawndale's Municipal Code shall not be unreasonably withheld. City may consider increases or decreases in the Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.11.

ARTICLE 7

REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Hearing

City may hold a public hearing on or about the two-year anniversary of the start of this Agreement, and each 12 months thereafter, at which time Company shall be present and shall participate, to review the Solid Waste Collection, source reduction, processing and other Diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Company shall, at a minimum, submit a report to City indicating the following:

a) Changes recommended and/or new services to improve City's ability to meet the Recycling/waste Diversion goals.

b) Any specific plans and proposed costs for provision of changed or new services by Company.

c) Results of the most recent route audit as described in Section 4.12.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review. Company may submit other relevant performance information and reports for consideration. City may request Company to submit specific information for the hearing. In addition, any Customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, route audit results feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives

for meeting or exceeding AB 939's goals, regulatory constraints and Company performance. City and Company may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

Not later than sixty (60) days after the conclusion of each Solid Waste Services and Performance Review Hearing, City may issue a report. As a result of the review, City may require Company to provide expanded or new services within a reasonable time and for reasonable rates and compensation and City may direct or take corrective actions for any performance inadequacies.

7.2 Performance Satisfaction Survey

Company will conduct a survey at Company's expense at request of City or in preparation for this hearing, but not more than once every two years. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Company. Survey will be distributed to a minimum of 10% of Residential Customers and 10% of Commercial Customers, selected at random. Company will prepare separate Residential and Commercial Customer surveys and will seek City approval of survey content and format prior to distribution and will incorporate City content, if City requests. Survey results must be made available to the City 30 days prior to hearing.

ARTICLE 8

RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.1 General

Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 Records

8.2.1 General

Company shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Company will notify City 90 days before destroying records.

Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this section for any purpose whatsoever.

8.2.2 Financial Records

Financial records shall be maintained and expense and revenue information for City shall be segregated from other areas served by Company.

Where the allocation of expenses or revenues to various categories of Customers is required to develop equitable rates that reflect the cost of service, Company shall segregate such expenses and revenues.

Company shall maintain at least the following records:

- Audited financial statements for Company or, if a guarantee was provided, for the parent company guarantor as a whole;
- Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, processing or Disposal operations).

8.2.3 Solid Waste Records

Records shall be maintained by Company for City relating to:

- Customer services and Billing;
- Tons Collected, processed, Diverted and disposed by waste stream (Refuse, Recycling, Organic Materials), by Customer type (Cart, Residential Bin, Commercial and Roll-off Box) and Facilities (Transfer Station, MRF, Organic Material Processing Facility, Transformation Facility or landfill) where such material was taken (Residential Bin versus Commercial Bin tonnage may be estimated based upon Container distribution or other method approved by City);
- Quantity of Recyclable Materials recovered by material type;
- Bulky Item results including tons disposed and Diverted;

- Annual cleanup event results, including tons disposed and Diverted;
- Routes;
- Facilities, equipment and personnel used;
- Facilities and equipment operations, maintenance and repair;
- Number of Refuse, Recycling and Organic Material Company-owned Containers in service;
- Complaints; and,
- Missed pickups.

Company shall maintain copies of said Billings and receipts, each in chronological order, for a period of five (5) years after the date of service for inspection by City upon request. Company may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of Franchise Fees owed to the City, and may be produced in a form and manner sufficient to establish the existence of Customer obligations in a court of competent jurisdiction.

8.2.4 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy or summary of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. Company agrees to notify City's Risk Manager and City Attorney before destroying such records and to offer records to the City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

8.2.5 Disposal Records

Company shall maintain records of Disposal of all Solid Waste Collected in City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Company discontinues providing Solid Waste services to City, Company shall provide all records of Disposal or processing of all Solid Waste Collected in City within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

8.2.6 Other Programs' Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

a) Plans, tasks, and milestones; and,

b) Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

8.2.7 Cost of Audit

City may conduct an audit of Company at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- Compliance with terms of this Agreement;
- Customer service levels and Billing;
- Fee payments;
- Receipts;
- Tonnage;
- Complaint log;
- Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SB 1383; and,
- Verification of Diversion rate.

The first audit, to be performed during 2021, will be based on the Company's reports and records for calendar year 2020. Audits will be performed every other year thereafter (the biennial audit). Company will reimburse to the City the cost of such audits up to $70,000 for the first audit, and $45,000 for each subsequent biennial audit in 2020 dollars. The $45,000 amount in subsequent years shall be increased annually by the change in CPI as defined in Section 1.21.

Should an audit by the City disclose that Franchise or other fees payable by the Company were underpaid by three percent (3%) or more, or that more than 2% of the Customers were inaccurately billed , for the period under review, Company shall pay for additional audit costs, if City determines it is necessary to expand the scope of the audit.

8.2.8 Payments and Refunds

Should an audit by the City disclose that the Franchise Fees payable by the Company were underpaid or that Customers were overcharged for the period under review, Company shall pay to City any underpayment of Franchise Fees and/or refund to Company's Customers any overcharges within thirty (30) days following the date of the audit. Should an audit disclose that Franchise Fees were overpaid, City shall refund to Company the amount of the overpayment within the same time frame.

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, at no additional charge. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

a) Determine and set rates and evaluate the efficiency of operations;

b) Evaluate past and expected progress towards significantly exceeding AB 939 goals and objectives;

c) Determine needs for adjustment to programs; and,

d) Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Company agrees to submit all reports on computer discs or by electronic means in a format compatible with City's software/computers at no additional charge, if requested by City. Company will provide a certification statement, under penalty of perjury, by an authorized Company official, that the report being submitted is true and correct.

Monthly reports shall be submitted within 20 calendar days after the end of each month. Quarterly reports shall be submitted within 20 calendar days after the end of the calendar quarter. If requested, Company's complaint summary, shall be sent to the Project Manager within five days of request. Annual reports shall be submitted before January 31 following the reporting year.

All reports shall be submitted electronically to City, as directed, and to:

City Manager (or designated representative)
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

8.3.2 Monthly Reports

The information listed shall be the minimum reported:

a) Solid Waste Collected by Company for each month, sorted by type of solid Waste (Refuse, Recyclable Materials and Organic Materials) and type of Customer (Residential, Multi-Family, Commercial or Roll-off) in tons, and the facilities where the tons were processed or disposed. Bulky Waste items shall be separately reported.

b) Materials Recovered. Statement showing kinds of material and quantity sold (in tons).

c) Warning notices issued for contaminated Recyclable Materials and Organic Materials Containers.

d) Commercial tons processed and recovered through Commercial Mixed Waste Processing.

e) HHW Collected.

8.3.3 Quarterly Reports

The quarterly report should contain at a minimum the information required in the monthly report and the following:

a) Copies of promotional and public education materials sent during the quarter.

b) Commercial Recycling site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made, and reason provided for not establishing a Recycling program, in accordance with Section 4.2.2.1.

c) List of Customers are required to participate in an Organic Material Recycling program per Public Resources Code Section 42649.81.

d) List of Commercial and Multi-Family Customers that do and do not participate in an Organic Materials program, whether the Organic Materials program is provided by Company or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise Diverts Organic Materials).

e) Commercial and Multi-Family Customers participating in food recovery programs.

f) Commercial and Multi-Family Customers using third-party Recycling.

g) Additional information that may be requested by CalRecycle or City related to Recycling and Organic Materials programs.

h) Other information or reports that City may reasonably request or require.

8.3.4 Annual Report

The Annual Report is to be essentially in the form and content of the monthly and quarterly reports combined, but shall also include:

a) A complete inventory of equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).

b) Results of route audits.

c) Number of routes and route hours per day by type of service.

d) General information about Company, including a list of officers and members of its board of directors, most recent annual report and other periodic public

financial reports of Company and its subsidiaries and Affiliates, and of other entities that may perform services under this Agreement, as City may request.

e) Copy of Hazardous Materials Diversion records showing types and quantities, if any, of Hazardous Materials that were inadvertently Collected, but Diverted from landfilling.

f) Copies of all public education and outreach distributed during the reporting year including the date of distribution.

g) A narrative summary of all City-sponsored, civic, and school events attended.

8.3.5 Financial Report

The City may, at City's option, request the Company's audited financial reports/statements (or parent company, if parent company submits Corporate Guaranty of Performance), and Company's internally prepared supplemental statement of income and expenses related specifically to City of Lawndale operations, for the most recently completed fiscal year in connection with any extraordinary rate adjustment request, Billing audit, Franchise Fee audit, or verification of other information required under this Agreement. Such audit may request review or copying of financial statements maintained by Company, which may include, without limitation, comparative balance sheets, comparative operating statements, statements of changes in investments in property and equipment, statements of source and application of funds, and a statement of any changes in Company's equity, in which shall be set forth the names of principal officers and stockholders of the corporation, income statements for local hauling operations, profit/loss statements for local hauling operations, any other documents that may reasonably be requested by a certified public accountant.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Company as a direct cost of service. In addition, Company shall provide to City the supplemental schedule on a compiled basis showing Company's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements.

At City's request, Company shall provide City with copies of working papers or other documentation deemed relevant by City relating to information shown in the disclosure letter. The disclosure letter shall be provided to City.

8.4 Reporting Adverse Information

Company shall provide City two copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Company's performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Company's filing or submission of such matters with said agencies. Company's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Company or its related party entities that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Company's performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's review, inspection and copying within five business days (excluding Saturday, Sunday and holidays included in Section 4.5.1) of receiving written notice from the City requesting the same.

8.6 Failure to Report

The refusal or failure of Company to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of the Agreement as described in Section 11.1 and shall subject Company to all remedies which are available to the City under the Agreement or otherwise.

8.7 Public Records.

All reports made to the City pursuant to this Agreement shall be deemed public records for purposes of the City's use, any litigation, and public records requests made pursuant to the California Public Records Act (Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48).

ARTICLE 9

INDEMNIFICATION, INSURANCE AND BOND

9.1 Indemnification

Without regard to the limits of any insurance coverage, Company agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, boards, agents and employees against any and all fines, response costs, assessments, actions, suits (in law or equity), injunctive relief, claims, damages to Persons or property, losses, costs penalties, obligations, errors, omissions or liabilities of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) ("claims or liabilities") that may be asserted or claimed by any Person, firm or entity arising out of or in connection with (i) violations of the California or U.S. Constitution, AB 939 and related Solid Waste Handling laws, any laws related to Hazardous Materials, and any other federal, State or local statutes or regulations, or municipal ordinances, which arise from or challenge any validity of, or relate to the award and implementation of, this Agreement; (ii) the negligent performance of, or failure to perform, the work or services of Company, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Company hereunder, or arising from Company's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence, on the part of the City, its representatives, officers, agents or employees, and (iv) the acts of Company, its officers, employees, agents, Companies and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the City's negligence, but shall not extend to such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

A. Company will defend any action or actions filed in connection with any of said claim or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

B. Company will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Company hereunder; and Company agrees to save and hold the City, its officers, agents and employees harmless therefrom;

C. In the event the City, its officers, agents or employees is made a party to any action or proceeding for claims or liabilities arising out of or in connection with the issues identified in this Section 9.1, Company agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Company's obligations hereunder shall survive the termination or expiration of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.2 Hazardous Material Indemnification

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Company that:

1. results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any

Hazardous Contaminant (as defined herein); or

2. relates to material Collected, transported, recycled, processed, treated or disposed of by Company.

B. Company's obligations pursuant to this section shall apply, without limitation, to:

1. any Claims brought pursuant to or based on the provisions of any Environmental Law;

2. any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;

3. any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Company;

4. any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate of Company.

D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Material any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

E. THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.3 AB 939 Indemnification and Guarantee

Company unconditionally guarantees compliance with the requirements AB 939 as amended from time to time. Company shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Company shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Company agrees to perform the following obligations at its cost and expense:

A. Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Company fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

B. Assist City in preparing for, and participating in, the CalRecycle's biannual review of the City's source reduction and Recycling element pursuant to Public Resources Code Section 41825;

C. Assist City in responding to inquiries from the CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

D. Defend, with counsel acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Company's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;

E. In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

9.4 Insurance

City does not, and shall not, waive any rights against Company which it may have by reason of the aforesaid defense and hold harmless agreements, because of acceptance by

City or the deposit with City by Company of the insurance policies described in this provision.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Company shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Five Million Dollars ($5,000,000) combined single limit per occurrence for bodily injury, Personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

2. Automobile Liability: Five Million Dollars ($5,000,000) combined single limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City, which approval shall not be unreasonably withheld. If, in the reasonable opinion of City, Company does not have sufficient financial resources to protect City from exposure with respect to any deductibles or self-insured retentions, at the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or Company shall procure a bond guaranteeing

payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

   b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.

   c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

   d) Coverage shall state that Company'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.

2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Company for City.

3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

E. Scope of Coverage. All of the above policies of insurance shall be primary insurance and shall name the City, its electives and appointive boards, commissioners, officials, officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its electives and appointive boards, commissioners, officials, officers, employees, agents, and their respective insurers. In the event any of said policies of insurance are cancelled, Company shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.4 to the City.

F. Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

G. Verification of Coverage. Simultaneously with the execution of this Agreement, Company shall furnish City with certificates of insurance evidencing the coverage required herein, in form and substance satisfactory to City. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. No work under this Agreement shall commence until Company has provided City with the Certificate(s) of Insurance or appropriate insurance binder(s) evidencing the required insurance coverage and said Certificate(s) of Insurance or binder(s) are approved by the City, which appraisal shall not be unreasonably withheld. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City throughout the term of the Agreement.

H. Companies and Subcontractors. Company shall include all Companies and Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Company and Subcontractor. All coverages for Companies and Subcontractors shall be subject to all of the requirements stated herein.

I. Required Cancellation Notices:

1. The certificate of insurance for the Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

2. The certificate of insurance for the Public Liability policy shall contain endorsements in substantially the following form:

a) "Thirty (30) days prior written notice shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

b) "City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."

c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy shall protect Company and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company

would have been liable if only one party had been named as an insured."

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

J. Other Insurance Requirements

1. In the event any services are delegated to a Company or Subcontractor, Company shall require such Company or Subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Company or Subcontractor's employees engaged in the work in accordance with this Section 9.4. The liability insurance required by this Section 9.4 shall cover all Company or Subcontractors or the Company or Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 9.4.

2. Company shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Company or any Company or Subcontractor on account of any occurrence related to this Agreement, Company shall promptly report the facts in writing to the insurance carrier and to City.

   If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Company.

9.5 Faithful Performance Bond

Within fifteen (15) days of the execution of this Agreement, Company shall deliver to City a performance bond in the sum of the amount of Two Hundred and Fifty Thousand Dollars ($250,000), similar to the form provided in Exhibit 5, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force (through annual renewals) until released in accordance with Section 9.9.

9.6 Faithful Performance Letter of Credit

In addition to a faithful performance bond as noted in Section 9.5 above, Company shall furnish an irrevocable letter of credit in the amount of two-hundred and fifty thousand dollars ($250,000), from a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement (the "LOC"). The LOC shall be the sole responsibility of Company, and shall remain in force until released in accordance with Section 9.9. Alternatively, Company may furnish an irrevocable letter of credit in the amount of five-hundred thousand dollars ($500,000) in lieu of the separate letter of credit of $250,000 and separate performance bond of $250,000 described in Section 9.5.

9.7 Forfeiture of Performance Bond

In the event Company shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond which is necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the performance bond, Company shall restore the performance bond to its face amount within 30 days of the City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of the Agreement.

9.8 Forfeiture of Letter Of Credit

Thirty (30) days following City providing Company with written notice of its failure to pay City any amount owing under this Agreement, City may draw upon the LOC for purposes including, but not limited to:

a. Payment of sums due under the terms of this Agreement which Company has failed to timely pay to City

b. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Company, including but not limited to the liquidated damages

described in Section 11.4.

City may draw upon the entire LOC and convert it to a cash deposit if Company fails to cause the LOC to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration during the term hereof.

9.9 Performance Security Beyond Service Term

Some Agreement requirements extend beyond the Term of this Agreement and will not be substantiated until after the final service date. Therefore, the Company shall not terminate the performance bond or letter of credit, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met. However, permission from the City to discontinue holding these performance securities does not relieve Company of payments to the City that may be due, or may become due.

ARTICLE 10

CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and holidays listed in Section 4.5.1, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Company during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property to Collect and transport any Solid Waste generated within City which Company would otherwise be obligated to Collect, transport and properly dispose of or process pursuant to this Agreement.

Notice of Company's failure, refusal or neglect to Collect, transport and properly dispose of or process Solid Waste may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within one business day, excluding Saturday, Sunday and holidays listed in Section 4.5.1 of the oral notification.

Company further agrees that in such event:

A. It will take direction from City to affect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

B. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Company, Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste Collection, transportation, processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.5, City shall pay to Company the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Company has rendered bills in advance of service, for the class of service involved.

10.2 Temporary Possession of Company's Property

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.5), City may take possession of and use all of Company's property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling company.

10.3 Billing and Compensation to City During City's Possession

During such time that City is providing Solid Waste services, as above provided, Company shall bill and Collect payment from all users of the above-mentioned services as described in Section 5.1. Company further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Company under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

10.4 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste services as provided in this Agreement, whereupon Company shall be bound to resume the same.

10.5 City's Possession Not A Taking

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Company, and (3) does not exempt Company from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Company is not required to indemnify the City against claims and damages arising from the sole negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

10.6 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession of Company's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

ARTICLE 11

DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Events of Default

Company's breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Company's performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Company include, but are not limited to, the following:

A. Fraud or Deceit or Misrepresentation. If the Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Coverage. If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

D. Violations of Regulation. If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Company is entered.

E. Suspension or Termination of Service. If Company ceases to provide all or a portion of the Collection, processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement , if not excused pursuant to Section 11.5, for a period of two (2) consecutive days or more, for any reason within the control of Company.

F. Failure to Pay. If Company fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for

in the Agreement.

G. Failure to Cooperate with Audits. Failure to complete, perform or cooperate with any audit as described by this Agreement.

H. Failure to Submit Reports or Documentation. Failure to complete or to provide required reports or documents to City as required by this Agreement.

I. Acts or Omissions.

A. Any act or omission by Company relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Company. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Company.

B. Any situation in which Company or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Company. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty as well as any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendre", "no contest", and "guilty to a lesser charge."

J. False or Misleading Statements. Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this

Agreement.

K. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

L. Failure to Provide Assurance of Performance. If Company fails to provide reasonable assurances of performance as required under Section 11.7.

M. Commingling of Recyclable Materials With Refuse/Landfilling of Recyclable Materials. If Company negligently or willfully empties Containers of properly set out Recyclable Materials or Organic Materials into a Refuse load, or transports a load of Recyclable Materials or Organic Materials to a landfill or other location at which the material will not be Diverted from landfilling.

N. Diversion Requirement. If Company does not reach Diversion requirement of 40% of all tonnage Collected by Company under this Agreement per Section 4.2.6 for two consecutive calendar years or fails to make reasonable efforts to assure that Recyclable Materials are transported, handled and processed at a suitable Facility, so as to maximize Diversion credits for the City.

Company shall have two business days, excluding Saturdays, Sundays and holiday included in Section 4.5.1, from the time it is given notification by City to cure any default arising under subsections E, F, G, H, K, L and M provided, however, that City shall not be obligated to provide Company with a notice and cure opportunity if the Company has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Company is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, I, J and N above.

For other actions not listed above, or included in 11.2 below, City will provide Company with a written notice setting forth the nature of the breach or failure and the actions, if any, required by Company to cure such a breach or failure. Company shall be deemed in default where: (1) breach or failure can be cured but Company fails to cure within thirty (30) days.

11.2 Criminal Activity of Company

Should the Company or any of its officers, directors or employees be found guilty of felonious conduct related to the performance of this Contract, or of felonious conduct related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Company has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty and any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge" entered as part of any plea bargain. If the Agreement is terminated pursuant to the above, such termination shall not occur if, within six months after City determines to terminate, the Company completes a transfer of its contract rights and obligations to an individual or entity acceptable to the City pursuant to this Agreement.

11.3 Notice, Hearing and Appeal of Company Breach.

Upon a default by Company, City may, at its discretion, provide Company with a written notice of intent to terminate this Agreement that includes the following:

a. A description of the evidence upon which the decision to terminate is based

b. That Company has a right to a hearing prior to the City's termination of the Agreement

This hearing is to be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At this hearing Company shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at this hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement; or,

2. Determine that Company is innocent of a default and, accordingly, dismiss the Termination Notice of any charges of default; or,

3. Impose conditions on a finding of default and a time for cure, such that Company's fulfillment of said conditions will waive or cure any default.

This right of termination is in addition to any other rights of City upon a failure of Company to perform its obligations under this Agreement.

City's right to terminate this Agreement and to take possession of Company's Facility are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have, including without limitation the provision for Liquidated Damages in Section 11.4 below.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall be entitled in injunctive relief.

11.4 Liquidated Damages

A. General. City finds, and Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Company of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company Initial Here _____ City Initial Here _____

Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

   a) For each failure to commence service to a new Customer account within seven (7) days after order: $100.00 per occurrence

   b) For each failure to Collect Solid Waste, which has been properly set out for Collection: $100.00 per occurrence

   c) For each failure to correct and Collect a missed service within twenty-four (24) hours of notice of the missed service: $100.00 per occurrence;

each additional twenty-four (24) hour period: $50.00 per occurrence.

2. Collection Quality

a) For failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) Containers annually: $50.00 per Container

b) For each occurrence of excessive noise or discourteous behavior: $100.00 per occurrence

c) For each occurrence of Collecting Solid Waste during unauthorized hours: $100.00 per occurrence

d) For each occurrence of damage to private property which exceeds five (5) such occurrences annually: $100.00 per occurrence

e) For each failure to clean up Solid Waste spilled from Solid Waste Containers within ninety (90) minutes: $100.00 per occurrence

3. Customer Responsiveness

a) For each failure to initially respond to a Customer complaint within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for each additional day in which the complaint is not addressed, which exceed five (5) annually: $50.00 per day

b) For each failure to process Customer complaints as required by Article 5, which exceed five (5) annually: $50.00 per occurrence

c) For each failure to record a response to a Customer complaint or request within twenty-four (24) hours of resolution: $100.00 per occurrence; For each additional twenty-four (24) hour period: $50.00 per occurrence

d) For each failure to carry out responsibilities for establishing service to an individual resident: $100.00 per occurrence

e) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request from City

or Customer: $ 50.00 per day
For each additional day problem not resolved: $25.00 per day.

f) For each failure to repair or replace a damaged or missing Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request from City or Customer: $ 50.00 per day

g) For each failure to process a claim for damages within thirty (30) days from the date submitted to Company: $100.00 per occurrence

h) For every Recycling Cart or Organic Materials Cart Collected as Refuse without issuing a Warning Notice per Section 4.2.3 which exceeds ten (10) Carts annually: $50 per Cart

i) For each failure to issue a Warning Notice to a Container or materials not Collected due to improper set out which exceeds ten (10) such occurrences annually: $100 per day per occurrence

4. Remittance of City Fees

a) For each failure to remit City fees by the twentieth (20) of the month following each calendar quarter: $100 per day per occurrence

5. Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

a) Monthly Reports: $50 per day

b) Quarterly Reports: $50 per day

c) Annual Reports: $100 per day

6. Accuracy of Billing

a) Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, in excess of ten (10) annually:
$25 per invoice not to exceed $2,500 per Billing run

b) For each instance or invoice in which Company imposes a special service fee not in accordance with the Approved Rate Schedule and not approved in advance in writing by City, or not requested by the Service Recipient which exceeds ten (10) such occurrences annually:

$50 per occurrence

c) Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing complaint within seven (7) working days from the complaint:

$100.00 per occurrence;
Each additional day response not provided: $50.00

7. Public Education and Outreach

a) For each day that the Public Education and Outreach requirements contained in Section 5.3 are not adhered to after written notice provided to Company and Company does not cure within 30 days: $100/day

8. Cooperation with Service Provider Transition

a) For each day routing information requested by City in accordance with Section 12.9 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service : $1,000/day

b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.9: $1,000/day

c) For delay in not meeting the requirements contained in Section 12.9 in a timely manner, in addition to the daily liquidated damages for breach under 8(a) and 8(b) above, liquidated damages of: $20,000

9. Diversion Efforts

For each calendar year (January 1, 2020 to December 31, 2020 considered the first calendar year) in which Company fails to provide support to the City within

thirty (30) days of year-end, documenting that it Diverted at least 40% of the Solid Waste Company Collected under this Agreement per Section 4.2.6:

$25 for each ton below tonnage level necessary to meet 40% Diversion goal

10. General Contract Adherence

For each day that Company fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: $100.00/day

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Company may, within ten (10) days after receiving the notice, request a meeting with City. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

C. Amount. City may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

D. Timing of Payment. Company shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.1, or both.

11.5 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Company's employees or directed at Company is excused from performance only to the extent that the following requirements are met:

- Company provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Company shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction.

- Company shall meet all requirements of this plan or City may revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2 and 11.3, in which case Company is not excused from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Company's services caused by one or more of the events excused shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing, however, if Company is excused from performing its full obligations under this Agreement for any of the causes listed in this section for a period of forty five (45) days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Company's land, equipment and other

property and engaging Company's personnel in Article 10 and this Article 11 will apply.

11.6 Notice, Hearing and Appeal of City Breach

Should Company contend that City is in breach of this Agreement, it shall file with the City Manager a written request with City for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. City shall notify Company of the time and date said hearing shall be held within thirty (30) days of receipt of Company's request. Company shall present its position and all relevant facts after City staff has made its presentation. Company shall be notified of City's ruling in writing within fourteen (14) days of the administrative hearing.

If Company is not in agreement with the ruling issued by City at the administrative hearing, it shall have the right to appeal this ruling to the City Council. This appeal shall be made in writing to City no later than fourteen (14) days after receipt of the administrative hearing ruling. City shall notify Company of the time and date the City Council will review Company's allegation. Company shall present its position and all relevant facts after staff has made its presentation. Company shall be notified in writing within thirty (30) days of the City Council's ruling. Company understands and agrees that if it fails to timely and properly exhaust the administrative remedies set forth in this Section, it has no right of action or other claim against the City for breach of this Agreement or otherwise.

11.7 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

ARTICLE 12

OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The parties intend that Company shall perform the services required by this Agreement as an independent Company engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent or Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste Collection services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, Companies, Subcontractors and agents. Neither Company nor its officers, employees, Companies, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all Applicable Laws.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 Jurisdiction

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in Los Angeles County.

12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section when used in reference to Company, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Company to a third party provided said sale, exchange or transfer may result in a change of control of Company; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Company; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Company.

Company acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Company to perform the services specified herein based on (1) Company's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Company for

consent to an assignment need be considered by City unless and until Company has met the following requirements:

a) Company shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

b) Company shall pay the City a transfer fee equal to 1% of the gross revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months);

c) Company shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

d) A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company's operations; and,

e) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Company under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Material; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Company is in default at any time during the period of consideration.

12.6 Affiliated Companies

Company's accounting records shall be maintained on a basis showing the results of Company's operations under this Agreement separately from operations in other locations, as if Company were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Company in other locations, or with those of an Affiliate.

If Company enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

12.7 Contracting or Subcontracting

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City, which consent shall not be unreasonably withheld. No such consent shall be construed as making the City a party to such subcontract, or subject the City to liability of any kind to any subcontractor. Company shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Company shall remain otherwise liable for the full and complete performance of its obligations hereunder.

12.8 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the parties.

12.9 Transition to Next Company

Prior to, and at, the end of the Term or in the event this Agreement is terminated for

cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Company's cooperation shall include, but not be limited to, providing both the City and subsequent Solid Waste enterprise with route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Company shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Company shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Company does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Company's Containers and seek cost reimbursement from Company through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Company shall, to the maximum extent feasible provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall be responsible for coordinating transfer immediately after Company's final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Company to provide documentation of any Customer declining request to provide keys, security codes, and/or remote controls used to access garages and Bin enclosures.

12.10 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

12.11 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

12.12 Company's Investigation

Company has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.13 Condemnation

City fully reserves the rights to acquire Company's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the parties set forth in Article 10.

12.14 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

If to Company:

General Manager
Consolidated Disposal Service, LLC
14905 South San Pedro Street
Gardena, California 90248

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

12.15 Representatives of the Parties

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Company shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Company in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Company. City may rely upon action taken by such designated representative as actions of Company unless they are outside the scope of the authority delegated to him/her by Company as communicated to City.

12.16 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, transporting, Recycling, processing and Disposal of Solid Waste for periods commencing after the expiration of the initial Term. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Collection services, Disposal services, Recycling services, Organic Materials services and processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.1 of this Agreement.

12.17 Compliance with Municipal Code

Company shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

12.18 Privacy

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement so long as City maintains reports or records with Customer identification or confidential information in accordance with this section, in which case this section shall apply to City in the same manner to which it applies to Company.

12.19 Cooperation Following Termination

At the end of the Term or in the event this Agreement is terminated prior to the end of the Term, Company shall cooperate fully with City and any subsequent Company to assure a smooth transition of Solid Waste management services. Company's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

12.20 Compliance with Immigration Laws.

Company shall be knowledgeable of and comply with all local, State and federal laws which may apply to the performance of this Agreement. Company warrants and represents that all of its employees, including any and all prospective employees hired to perform services for the City under this Agreement and the employees of any subcontractor retained by the Company to perform a portion of the services under this

Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable State and federal laws, rules and regulations, including, but not limited to, the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code), and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code), as amended. Company agrees to verify the legal status of all of its employees and provide documentation of such verification whenever requested by the City. If Company discovers that any employee it has retained is not in compliance with Immigration Laws, Company agrees to terminate such employee.

12.22 Guarantee of Company's Performance

Pursuant to a guarantee in substantially the form attached as Exhibit 4, Republic Services, a corporation which owns all of the issued and outstanding common stock of Company, has agreed to guarantee Company's performance of this Agreement. The Guarantee is being provided concurrently with Company's execution of this Agreement.

ARTICLE 13

MISCELLANEOUS AGREEMENTS

13.1 Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, or employee of the City, either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle the Company to any additional payment whatsoever under the terms of this contract.

13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties and City.

13.4 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

13.5 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

13.6 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.7 Exhibits

Each of the Exhibits identified as Exhibit "1" through "7" is attached hereto and incorporated herein and made a part hereof by this reference.

13.8 Non-Waiver Provision

Failure of either party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that party with regard to that failure to perform or subsequent failures to performing whether determined to be a breach, excused performance or unexcused defaults by the other party.

13.9 Attorneys' 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. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF LAWNDALE

("City")

ATTEST: _____
CITY CLERK

By _____
MAYOR, CITY OF LAWNDALE

APPROVED AS TO FORM:

_____
ALESHIRE & WYNDER, LLP

City Attorney

_____
CONSOLIDATED DISPOSAL SERVICE, LLC
("COMPANY")

By: _____

Name: David Hauser

Title: Market VP

CONSOLIDATED DISPOSAL SERVICE, LLC
("COMPANY")

By: _____

Name: RAY GRAYSHAW

Title: GENERAL MANAGER

EXHIBIT 1

COMPANY'S PROPOSAL

EXHIBIT 2
INITIAL MAXIMUM CUSTOMER RATES*

Following are the rates for January 1, 2020 through December 31, 2020:

Monthly Cart Service Rates – 2020 Rates			
One each Refuse, Recycling, and Organic Materials Cart, rate based upon Refuse Cart size:			
Cart Size:	35-gallon	60-gallon	90-gallon
Standard Service – based upon Refuse Cart size	$21.20	$25.20	$29.20
Additional Refuse Cart – above one	$4.64	$6.98	$9.30
Additional Recycling Cart – above two	$2.34	$2.34	$2.34
Additional Organic Materials Cart – above one	$2.34	$2.34	$2.34
Other Cart Rates and Services (Charged in Addition to Monthly Cart Service Rates) – 2020 Rates			
Senior Rate Reduction	15%		
Additional Special Overage Pickup for Semi-Automated Cart Customers (in excess of two pickups per year)	$5.80	per pickup	
Single-Family: Additional Bulky Item pickups (in excess of six free pickups per dwelling unit per year)	$23.26	per item	
Cart Exchange (after free-exchange period)	$17.42	per request	
Residential Cart Re-Start Fee – for re-establishing service that was discontinued due to non-payment	$17.42	per re-start	
Landscaper Yard Waste Disposal – rate per ton at American Waste Transfer Station	$65.00	per ton	

*** Including all City fees.**

EXHIBIT 2
INITIAL MAXIMUM CUSTOMER RATES* (continued)

Following are the rates for January 1, 2020 through December 31, 2020:

Monthly Commercial Cart and Bin Refuse Rates – 2020 Rates**							
Container Size	Pickups per week						
	1	2	3	4	5	6	Extra Pickups (per pickup)
96-gallon	$94.57	$170.24	$246.85	$321.57	$397.21	$476.65	$32.96
1 yard	$139.08	$250.35	$363.01	$472.90	$584.13	$700.96	$41.76
1.5 yard	$148.20	$266.70	$386.73	$503.74	$622.33	$746.77	$43.41
2-yard	$173.86	$312.94	$453.76	$591.07	$730.15	$876.23	$45.04
3-yard	$206.25	$371.26	$538.31	$701.27	$866.23	$1,039.49	$48.35
3-yard w/ compactor	$414.84	$746.77	$1,082.80	$1,410.57	$1,742.46	$2,091.00	$75.00
4-yard	$256.02	$460.84	$668.25	$870.52	$1,075.33	$1,290.39	$51.64
4-yard w/ compactor	$474.13	$853.45	$1,237.51	$1,612.05	$1,991.39	$,2389.63	$84.89
6-yard	$289.21	$520.58	$754.85	$983.37	$1,214.73	$1,457.67	$58.26

* **Including all City fees.**

** **Rate based on Refuse Container size and Collection frequency. Unlimited Recycling and Organics Containers are included in the Refuse Rate.**

EXHIBIT 2
INITIAL MAXIMUM CUSTOMER RATES* (continued)

Following are the rates for January 1, 2020 through December 31, 2020:

Temporary Bin Services Rates (including Disposal and delivery) – 2020 Proposed Rates	Rate
3-yard Temporary Bin – First Empty	$258.32
3-yard Temporary Bin – Additional Empties	$ 206.25

Roll-off Box Charges – 2020 Proposed Rates	Rate
Standard Roll-off Box – Rate per pull (including Container rental and Disposal)	
Refuse – Any Size	$518.03
Recycling	$494.46
Low Boy	$518.03
Compactor Roll-off Box – Rate per pull (excluding compactor rental)	
Refuse – Any Size	150% of Standard Rate
Use in Excess of 7 days	$10.99 /day
Overweight charge (per ton over 10 tons)	Additional 50% Above Actual Disposal Rate
Roll-off Box Cleaning (above one per year)	$109.90
Redelivery/Return Trip Fee	$54.96

*** Including all City fees.**

EXHIBIT 2
INITIAL MAXIMUM CUSTOMER RATES* (continued)

Following are the rates for January 1, 2020 through December 31, 2020:

Other Bin Service Rates – Per Month – 2020 Rates						
Bin Service	Pickups per week					
	1	2	3	4	5	6
Locking Bin Service – Per Bin**	$ 10.79	$21.62	$32.43	$43.20	$54.02	$64.84

Additional Service Charges - 2020 Rates	Rate Per Service
Bin Cleaning	$51.29 per cleaning
Bin Overage Fee (following one written warning)	$39.88 per pickup
Return Trip Fee	$39.88 per trip
Special Cleanup Events – above 96 one hour events per year	$159.44 per hour
Emergency Service Rates – one crew and one Collection truck	$183.72 per hour
Commercial Re-Start Fee	$17.42 per re-start
Insufficient Funds Fee for returned checks	$35.00 per occurrence
Multi-Family: Additional Bulky Item pickups (in excess of one free pickups per dwelling unit per year)	$23.26 per item
Commercial Bulky Item Fee	$23.26 per item

* **Including all City fees.**

** **Rate applies to Refuse, Recycling and Organics Containers.**

EXHIBIT 3A
EXAMPLE RATE ADJUSTMENT FORMULA

Step One: Calculate percentage change in Indices

		A	B	C
Row	Index	Old Index Value	New Index Value	Percent Change In Index, ((Column B/ Column A) -1)
1	CPI, Garbage and Trash Collection (1)	439.427	449.089	2.2%

Step Two: Apply percentage change to rates

		D	E	F	G
Row	Example Rate Categories	Current Customer Rate (2)	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Standard Residential Service - 60 gallon	$ 15.27	2.2%	$ 0.34	$ 15.61
3	Senior Discounted Rate	$ 12.98	2.2%	$ 0.29	$ 13.27
4	Additional Refuse Cart - 60 gallon	$ 6.87	2.2%	$ 0.15	$ 7.02
5	Residential Additional Bulky Item	$ 22.89	2.2%	$ 0.50	$ 23.39
6	Additional 95-gal carts	$ 12.13	2.2%	$ 0.27	$ 12.40
7	Commercial 3 cubic yard 1x week	$ 107.04	2.2%	$ 2.35	$ 109.39
8	Commercial 3 cubic yard 2x week	$ 192.67	2.2%	$ 4.24	$ 196.91
9	Commercial Recycling - 96 gallon 1x week	$ 18.74	2.2%	$ 0.41	$ 19.15

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year.
(2) Example rates listed. Adjustment applies to all rates.

EXHIBIT 3B

EXAMPLE CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED CONSUMER PRICE INDEX

The rate adjustment index is calculated using the "average annual change" as demonstrated in the example below, measured for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this CPI index were to be implemented as of January 1, 2019, the average annual index for the 12 months ended June 2018 of 449.089 would have been the "New Index Value" to be used in Column B of the example rate adjustment formula in Exhibit 3A, and the average annual index for the 12 months ended June 2017 439.427 would have been the "Old Index Value" in Column A. This would have resulted in a 2.2% increase to the rates as calculated in Column C of Exhibit 3A.

Consumer Price Index – All Urban Consumers, U.S. City Average
Garbage and Trash Collection, CUUR0000SEHG02

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUUR0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2008 to 2018

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average Annual
2016/2017	438.607	439.358	439.707	440.311	443.343	444.745	437.205	438.296	437.699	437.676	438.317	437.858	439.427
2017/2018	448.328	448.717	449.008	452.196	453.820	453.596	446.266	447.699	446.987	447.129	447.272	448.046	449.089
Average Annual Change													2.2%

EXHIBIT 4
CORPORATE GUARANTY

Guaranty

THIS GUARANTY (the "Guaranty) is given as of the 1st day of January, 2020.

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Consolidated Disposal Service, LLC, hereinafter ("Owner") is a Limited Liability Company organized under the laws of the State of Delaware, which is wholly owned by Republic Services, Inc. (Guarantor).

B. Owner and the City have negotiated an Agreement for Collection, Processing, and Disposal of Solid Waste dated as of January 1 2020, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.

2. **Guarantor's Obligations Are Absolute**. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon

the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. **Waivers**. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in it sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by Applicable Law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of

the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term**. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers**. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees**. In addition to the amounts guaranteed under this Guaranty,

Guarantor agrees in the event of Guaranty's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction**. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agents for service of process in California:

Adrienne Wilhoit
SVP Deputy General Counsel
Republic Services, Inc.
18500 N. Allied Way, Phoenix, AZ 85054

With a copy by certified mail to:

Calvin Boyd
Assistant Treasurer
Republic Services, Inc.
18500 N. Allied Way, Phoenix, AZ 85054

8. **Severability**. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not have an effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors**. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority**. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and

that the Person signing this Guaranty on its behalf has the authority to do so.

11. **Notices**. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City:

City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

with a copy to the City Counsel at the same address.

To the Guarantor:

Adrienne Wilhoit
SVP Deputy General Counsel
Republic Services, Inc.
18500 N. Allied Way, Phoenix, AZ 85054

Calvin Boyd
Assistant Treasurer
Republic Services, Inc.
18500 N. Allied Way, Phoenix, AZ 85054

By: _____ Calvin Boyd
(title) Assistant Treasurer, Republic Services, Inc.

By: _____
(title)

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	March 16, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Nick Petrevski, Associate Engineer
SUBJECT:	**Award of CDBG Project 602719-24 Various Locations ADA Sidewalk and Access Ramps**

BACKGROUND

The 1974 Housing and Urban Development Act established the Community Development Block Grant (CDBG) program in order to allocate Federal funds for state and local use. The use of these funds is restricted to programs that assist low and moderate-income communities.

The City of Lawndale is a participant in the Los Angeles Urban County CDBG program, and receives an annual allocation of CDBG funds from the Los Angeles County Development Authority (LACDA).

On April 15, 2024, the City Council adopted Resolution CC-2404-068 (resolution) incorporating CDBG funds into the City budget in the amount of $228,000 for street repaving and accessibility project. Additionally, $15,000 of previously unallocated CDBG funds will be used for this year's CDBG project, for a total of $243,000 project budget. Roads selected for this project under the resolution are Grevillea Avenue from Manhattan Beach Boulevard to 159th Street; 159th Street from Grevillea Avenue to Hawthorne Boulevard; Mansel Avenue from 147th Street to 145th Street; and Eastwood Ave. from 154th Street to the cul-de-sac. This year, the project will consist of removing and replacing sidewalks, driveway approaches, ADA curb ramps, and curbs and gutters.

STAFF REVIEW

This project was advertised with Bid America and Dodge Construction online planrooms from February 9, 2026, until February 25, 2026. A mandatory Pre-Bid Meeting was held on February 18, 2026, with six (6) prospective bidders in attendance.

A bid opening was held on February 25, 2026. The City Clerk received and opened six (6) bids as follows:

Rank	Bidder Name	Total Bid Amount
1.	CJ Concrete Construction, Inc.	$137,543.00
2.	Onyx Paving Company, Inc.	$163,000.00
3.	Gentry General Engineering, Inc.	$211,184.00

4.	SAVI Construction Inc.	$218,852.50
5.	Oppenheimer National	$229,596.25
6.	TVR Construction Engineering LLC	$229,952.00

Staff reviewed the bids and evaluated for accuracy, cost, experience, and references. As a result, staff recommends awarding the project to the lowest responsive and responsible bidder, CJ Concrete Construction, Inc. based on their respective pricing and qualifications.

The CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps Project has $243,000 budgeted from CDBG funding sources. The project construction will cost approximately $137,543.00, not including contingency and CDBG Consultant Administrative and Labor Compliance costs. The project cost breakdown is as follows:

Construction Bid Amount	$137,543.00
Construction Contingency (50%)	$70,000.00
CDBG Consultant	$30,000.00
Total Project Cost Estimate	$237,543.00

The construction of this project will take place tentatively from March 30, 2026, until late April 2026. Additionally, due to the low bid cost, staff is requesting $70,000 in contingency to extend the project scope in the CDBG area to repair additional damaged concrete sidewalks in the right-of-way. The specific streets to receive this additional work will be determined by staff as the project is moving forward and will utilize the contractor's mobilization for the primary project as a cost-saving measure.

LEGAL REVIEW

The City Attorney has reviewed this report and the attached agreement as to legal form.

FISCAL IMPACT

The current FY 2025-26 budget includes funding for this project. The project's available fund breakdown of CDBG funds is as follows:

CDBG FY 2024-25 (214-445-700.146)	$243,000.00
Total Available Funding	$243,000.00

RECOMMENDATION

Staff recommends that the City Council:

1. Award the construction contract to CJ Concrete Construction, Inc., in the amount of $137,543.00;
2. Approve the construction Contingency of $70,000.00;
3. Approve the CDBG Consultant costs of $30,000.00 for Administrative and Labor Compliance costs;
4. Determine that the recommended action is categorically exempt from CEQA Guideline Section 15061(b)(3); and
5. Authorize the City Manager to file a Notice of Project Completion with the Los Angeles County following the completion of the project.

Attachments

A. Construction Agreement.pdf
B. Construction Bid Opening Log.pdf
C. Project Location Map.pdf
D. Resolution CC-2404-068.pdf
E. CJ Concrete Construction Proposal.pdf
F. Onyx Paving Company Proposal.pdf
G. Gentry General Engineering Proposal.pdf
H. SAVI Construction Proposal.pdf
I. Oppenheimer National Proposal.pdf
J. TVR Construction Engineering Proposal.pdf

Attachment A

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNDALE, CALIFORNIA,** hereinafter referred to as the **"City,"** and **CJ Concrete Construction, Inc.** hereinafter referred to as the **"Contractor,"**

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled **"BN-2602-02 Community Development Block Grant (CDBG) 602719-24 Project"** and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and plans.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: City agrees to pay and Contractor agrees to accept in full payment for this Work or Improvement the stipulated sum of **One Hundred Thirty Seven Thousand, Five Hundred Forty Three and 00/100 Dollars ($137,543.00).**

City agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

ARTICLE IV: All work to be done under this contract shall be completed within **TWENTY FIVE (25) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

ARTICLE V: Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of $1,000.00 per day.

Execution of this Agreement shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

ARTICLE VI: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VII: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VIII: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. 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 statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Blvd., Lawndale, California 90260, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing wage rate of per diem wages and other notices prescribed by regulation.

ARTICLE IX: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE X: The Contractor hereby agrees that the Contactor and any subcontractor under him submit weekly to the DIR directly and provide copy to City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

ARTICLE XI: Pursuant to Labor Code Section 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations prior to performing any work under this Agreement. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE XII: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the 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 or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City,

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE XIII: Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by the Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor to the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgements, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any persons Contractor used to provide services under this Agreement are employees of the City.

ARTICLE XIV: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XV: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XVI: It is to be made known that the improvement contemplated in the performance of this contract may require by the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XVII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XVIII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

Similarly, Contractor 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.

ARTICLE XIX: 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.

ARTICLE XX: 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 Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

CITY: CITY OF LAWNDALE, CALIFORNIA

Dated _____, 20__

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: _____

By: _____
John C. Sarno

_____
PRESIDENT

By: _____
John C. Sarno

_____
SECRETARY

Attachment B

CITY OF LAWNDALE
CITY CLERK DEPARTMENT
BID OPENING LOG SHEET

APPARENT BID RESULTS

Project Name: BN-260-2-02 Community Development Block Grant
Project No. 602719-24 Various Locations ADA Sidewalk & Access Ramps

BIDDER (listed in the order received)	ADDENDUM #1	SUFFICIENT BID BOND? (Y/N)	TOTAL BID AMOUNT
1. Gentry General Engineering, Inc.	x	x	$211,184.00
2. Arman Fard Ghassemi Oppenheimer National	x	x	$229,596.25
3. CJ Concrete Construction, Inc.	x	x	$137,543.00
4. Onyx Paving Company, Inc,	x	x	$163,000.00
5. TVR Construction Engineering LLC	x	x	$229,952.00
6. SAVI Construction Inc.		x	$218,852.50

I, Yvette Palomo, Assistant City Clerk, of the City of Lawndale, hereby certify that bids for the above referenced project/services were received by the deadline specified in the project specifications, were opened by me, and that the above bid opening summary is a true and correct representation of those actions.

Signed: Yvette Palomo
Yvette Palomo, Assistant City Clerk

Dated: 2/25/26

cc: Nick Petrevski, Associate Engineer
Lucho Rodriguez, Director of Public Works

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$6,500.00	$6,500.00
2	1	LS	Traffic Control	601-3.5.2 601-7	$1,000.00	$1,000.00
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$6,500.00	$6,500.00
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$7,500.00	$15,000.00
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$13.00	$91,039.00
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$ 90.00	$9,900.00
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$17.00	$7,514.00

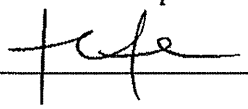
(Total Bid in Figures) 137,453.00

(Total Bid in Words) ONE HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND ZERO CENTS

Contractor Name: CJ CONCRERTE CONSTRUCTION, INC.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% OF TOTAL BID AMOUNT Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: 

PW Registration #: 100 000 2154

State License #: 720989

Contractor Company Name: CJ CONCRETE CONSTRUCTION, INC.

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: SUPERIOR PAVEMENT MARKINGS	Address: 5312 CYPRESS
Description of Work: Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	
CSLB Contractor License No. 1141887	DIR Registration No. 200 001 5240
Phone No. (714)995-9100	Dollar Amount of Work & % of Work $6,500.00 | 5.25%

Sub-Contractors Name: On Point Land Surveying, Inc.	Address: 1906 Orange Tree Lane, Suite 240
Description of Work: SURVEYING	
CSLB Contractor License No. LS8133	DIR Registration No. 100 000 3100
Phone No. (909)792-2221	Dollar Amount of Work & % of Work $9,500.00 | 7.85%

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

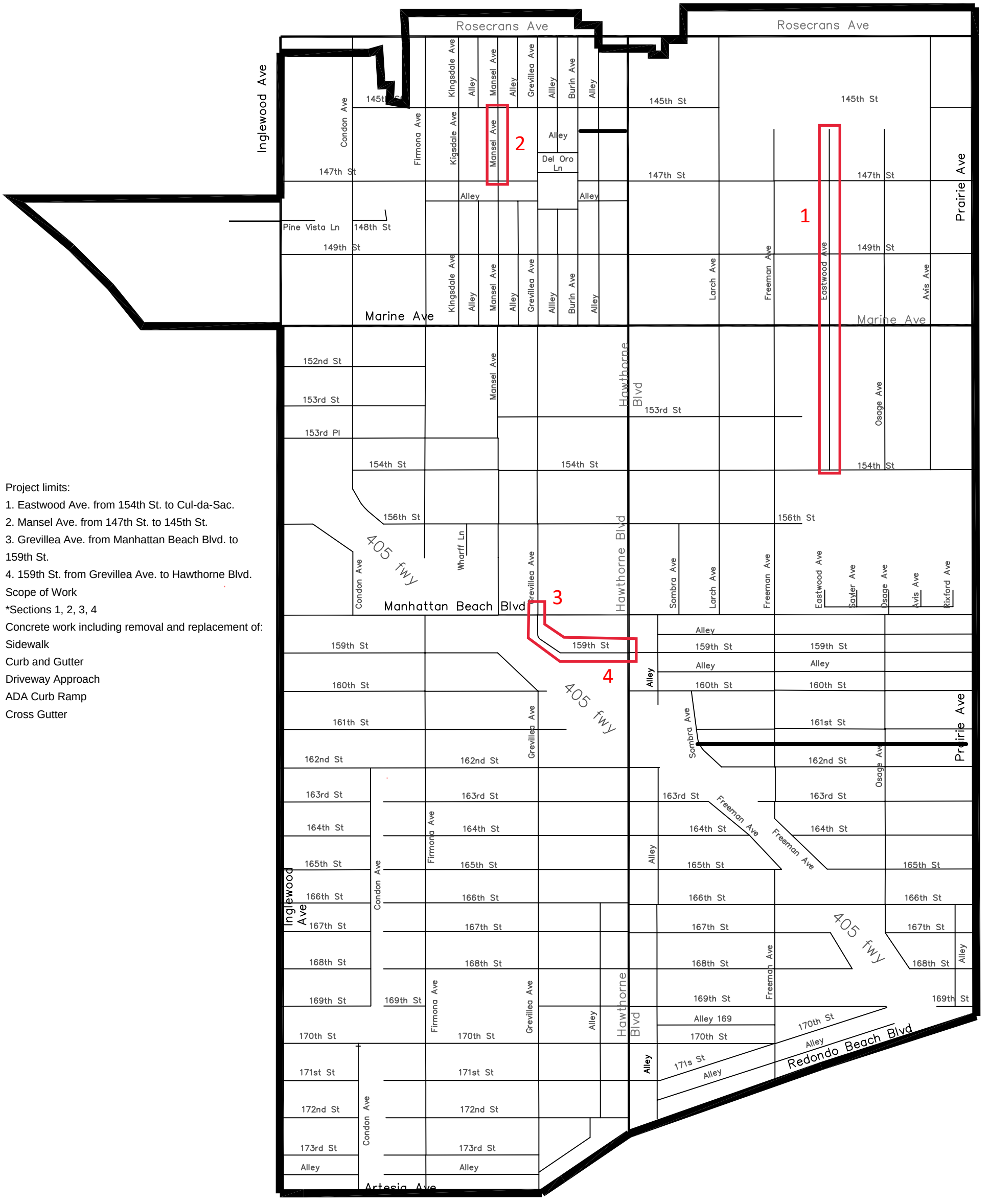
Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: 15 % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

Attachment C

SCOPE OF WORK



Project limits:

1. Eastwood Ave. from 154th St. to Cul-da-Sac.
2. Mansel Ave. from 147th St. to 145th St.
3. Grevillea Ave. from Manhattan Beach Blvd. to 159th St.
4. 159th St. from Grevillea Ave. to Hawthorne Blvd.

Scope of Work

*Sections 1, 2, 3, 4

Concrete work including removal and replacement of:

Sidewalk

Curb and Gutter

Driveway Approach

ADA Curb Ramp

Cross Gutter

Attachment D

RESOLUTION NO. CC-2404-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AMENDING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 49 years the City of Lawndale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that $268,304 in CDBG funds will be available to the City for the 2024-2025 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on December 18, 2023 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2024-2025, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

WHEREAS, the City is requesting to amend the program for the use of its CDBG allocation for fiscal year 2024-2025 revising the previously-approved list of streets to be remediated to delete some streets and include new streets for the purpose of most effectively deploying CDBG funds for the community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The CDBG projects, FY 2024-2025 funding allocations, as listed in the CDBG Funding Chart for FY 2024-2025 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2024-2025.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed amendment to the fiscal year 2024-2025 CDBG Program setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

SECTION 3. That the Mayor and/or City Manager are authorized to execute all necessary contracts and agreements with the Los Angeles County Development Authority (LACDA) and with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 15th day of April 2024.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2404-068 at its regular meeting held on the 15th day of April, 2024, and duly approved and adopted said resolution at its regular meeting held on the 15th day of April, 2024, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	x				
Bernadette Suarez, Mayor Pro Tem	x				
Pat Kearney	x				
Rhonda Hofmann Gorman	x				
Sirley Cuevas	x				

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2024-2025

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total
Senior Activities (Max. 15%) Nutrition	$ 40,245	N/A	$ 40,245
Street Projects	$228,000	$ N/A	$228,059

Street Name:	From:	To:	PCI:	Estimated:
Mansel	147th	145th	~23	$88,000
Grevillea	Manhattan Beach Blvd.	159th	~51	$46,000
159th	Grevillea	Hawthorne	~67	$50,000
Total				$228,000

TOTAL	**$268,245**	$ N/A	**$268,304**

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 15, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager

SUBJECT: Amendment to the FY 2024-2025 CDBG Budget allocation

BACKGROUND

The Fiscal Year 2024-2025 budget for the City of Lawndale contains Community Development Block Grant (CDBG) funds in the amount of $228,000. CDBG funds are federal monies that the City receives as a participant in the Los Angeles Urban County CDBG program through the Los Angeles County Development Authority (LACDA) allocation. CDBG funds may only be spent in those areas of Lawndale determined to be block grant-eligible and include such projects and programs as senior activities, senior nutrition and street improvements.

The City has been utilizing the services of Michael Baker International (MBI) to assist City staff administer the City's CDBG program. MBI has been providing their technical assistance since 2018.

STAFF REVIEW

Staff is requesting an amendment to the CDBG Budget FY 2024/2025 to change the proposed streets in order to better utilize the CDBG funds which will be more cost effective. The amendment will change the previously approved streets, which will be moved up the schedule to begin within the next few months. The changes on the proposed streets are shown below.

CDBG FY 2024/2025 Approved resurfacing projects

Street Name:	From:	To:	PCI:	Estimated:
165th	Firmona Ave.	Grevillea	~65	$75,000
171St	Larch Ave.	Freeman	~48	$45,000
159th	**Grevillea Ave.**	**Hawthorne Blvd**	**~67**	**$50,000**
173rd	Grevillea Ave.	Firmona Ave.	~57	$58,000
Total				$228,000

The three streets in red above will be worked on this year 2024 with measure M and SB1 funds instead of CDBG.

ATTACHMENT "A"

CDBG Budget allocation FY 2024/25 Staff report

with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2023

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2312-047 at its regular meeting held on the 18th day of December, 2023, and duly approved and adopted said resolution at its regular meeting held on the 18th day of December, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	x				
Sirley Cuevas, Mayor Pro Tem	x				
Pat Kearney	x				
Bernadette Suarez	x				
Rhonda Hofmann Gorman	x				

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: December 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager

SUBJECT: **Selection of Projects for the Fiscal Year 2024-25 (50th) Program Year of the Community Development Block Grant Program**

BACKGROUND

The 1974 Housing and Urban Development Act established the Community Development Block Grant (CDBG) program to allocate Federal funds for State and local use. The use of these funds is restricted to programs that assist low and moderate-income people. A secondary objective is to prevent and eliminate slum and blight conditions within a community.

The City of Lawndale is a participant in the Los Angeles Urban County CDBG program and receives an annual allocation of CDBG funds from the Los Angeles County Development Authority (LACDA). The current estimate for the new CDBG allocation for FY 2024-25 is $268,304. This estimate is based on current CDBG funding levels and is consistent with the amount of funding the City has received over the last several years. This proposed CDBG allocation is a planning estimate only; LACDA will release final appropriations in spring 2024. The City's final CDBG allocation is generally within five to ten percent (5%-10%) of the estimate provided.

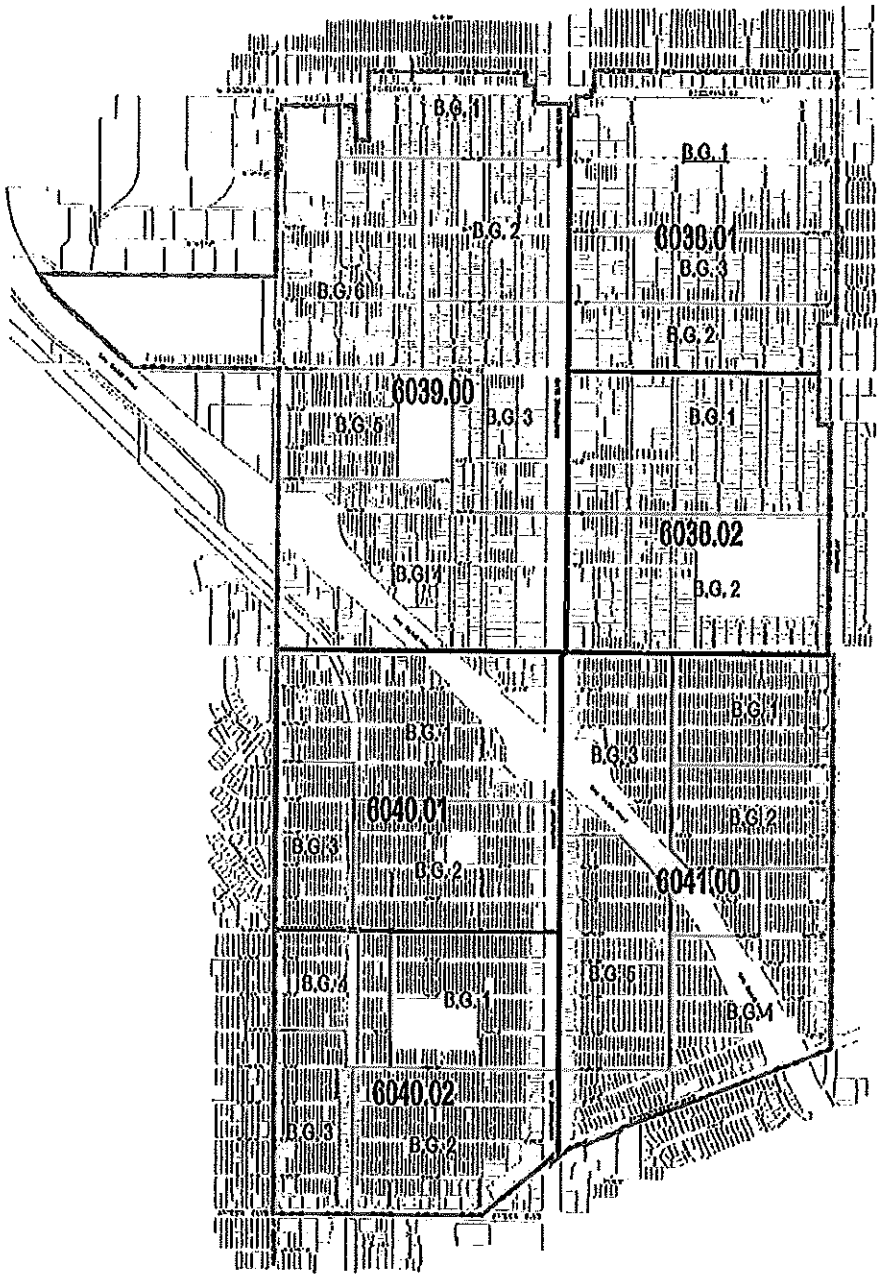
There are several other requirements for CDBG programs. CDBG funds may only be spent in those areas of the City determined to be block grant eligible (See Attachment A). The public must be given the opportunity to comment on the proposed budget (See Attachment B, Public Hearing Notice). Notices of a public hearing were posted at City Hall on December 4, 2023, and published in the *Daily Breeze* on December 6, 2023, pursuant to the applicable public noticing requirements.

Lastly, the maximum amount of CDBG monies that the City may devote to public service projects is up to 15% of its new year allocation (approximately $40,245) and no single public service activity may be funded for less than $10,000.

The recommended CDBG expenditures for FY 2024-25 are consistent with the requirements listed above. The City's FY 2024-25 proposed program of projects and funding levels must be submitted to the LACDA no later than February 1, 2024. The project have been submitted to LACDA before the deadline.

STAFF REVIEW

As described previously, each year the LACDA provides a planning estimate of new CDBG funds that will be made available to the City. The proposed budget retains existing programs and provides sufficient funding for critical projects. The proposed funding strategy is as follows:



CDBG - LOW AND MODERATE INCOME AREA MAP
2010 CENSUS AREAS
(As of July 1, 2014)

LEGEND:

- CITY BOUNDARY
- LOW AND MODERATE INCOME BLOCK GROUPS
- CENSUS TRACT
- BLOCK GROUP

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in Daily Breeze on the dates indicated below. If changes are needed, please contact us prior to deadline at (310) 543-6635.

Notice ID: rWDB1N3cfPj7h4OlVcUf | Proof Updated: Dec. 01, 2023 at 02:11pm PST
Notice Name: CDBG notice (5007749) | Publisher ID: 0011636753

FILER	FILING FOR
Jared Chavez	Daily Breeze
jchavez@lawndalecity.org	
(310) 972-3206	
Columns Wide: 2	Ad Class: Legals

12/06/2023: City Notices	275.03
Subtotal	$275.03
Tax %	0
Total	$275.03

See Proof on Next Page

with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2023

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2312-047 at its regular meeting held on the 18th day of December, 2023, and duly approved and adopted said resolution at its regular meeting held on the 18th day of December, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Bernadette Suarez					
Rhonda Hofmann Gorman					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

RESOLUTION NO. CC-2404-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AMENDING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 49 years the City of Lawndale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that $268,304 in CDBG funds will be available to the City for the 2024-2025 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on December 18, 2023 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2024-2025, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

WHEREAS, the City is requesting to amend the program for the use of its CDBG allocation for fiscal year 2024-2025 revising the previously-approved list of streets to be remediated to delete some streets and include new streets for the purpose of most effectively deploying CDBG funds for the community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The CDBG projects, FY 2024-2025 funding allocations, as listed in the CDBG Funding Chart for FY 2024-2025 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2024-2025.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed amendment to the fiscal year 2024-2025 CDBG Program setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

EXHIBIT A
CDBG FUNDING CHART FOR FY 2024-2025

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total
Senior Activities (Max. 15%) **Nutrition**	$ 40,245	N/A	$ 40,245
Street Projects	$228,000	$ N/A	$228,059

Street Name:	From:	To:	PCI:	Estimated:
Mansel	147th	145th	~23	$88,000
Grevillea	Manhattan Beach Blvd.	159th	~51	$46,000
159th	Grevillea	Hawthorne	~67	$50,000
Total				$228,000

TOTAL	**$268,245**	$ N/A	**$268,304**

Attachment E

IV. BID DOCUMENTS

A.

PROPOSAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

CONTRACTOR: CJ CONCRETE CONSTRUCTION, INC. Date: FEB 18, 2026

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2602-02

CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

100 000 2154
PWCR Registration Number

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$6,500.00	$6,500.00
2	1	LS	Traffic Control	601-3.5.2 601-7	$1,000.00	$1,000.00
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$6,500.00	$6,500.00
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$7,500.00	$15,000.00
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$13.00	$91,039.00
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$ 90.00	$9,900.00
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$ 17.00	$7,514.00

(Total Bid in Figures) 137,453.00

(Total Bid in Words) ONE HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND ZERO CENTS

Contractor Name: CJ CONCRERTE CONSTRUCTION, INC.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% OF TOTAL BID AMOUNT Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature:

PW Registration #: 100 000 2154

State License #: 720989

Contractor Company Name: CJ CONCRETE CONSTRUCTION, INC.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CJ Concrete Construction, Inc, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Merchants Bonding Company (Mutual) a corporation organized and existing under the laws of the State of Iowa, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten percent of Amount Bid (10%) Dollars ($ 10% of Bid Amount) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 17th day of February, 2026.

CJ Concrete Construction, Inc
Principal
By: John C. Samo
Title: President

Merchants Bonding Company (Mutual)
Surety
By: Ted H. Rarrick
Ted H Rarrick, Attorney-in-Fact
Title

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

STATE OF ARIZONA)
)
COUNTY OF **MARICOPA**)

On 2/17/26, before me, Tamara R Price, Notary Public, personally appeared Ted H. Rarrick, 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: Tamara R Price

OFFICIAL SEAL
TAMARA R PRICE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM# 689924
My Comm. Expires November 5, 2029

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On February 23rd, 2026, before me, Rachel A. Jimenez, Notary Public, personally appeared John C. Sarno, 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 of Notary Public

RACHEL A. JIMENEZ
Notary Public - California
Los Angeles County
Commission # 2497267
My Comm. Expires Aug 11, 2028

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ¨ Individual
- ¨ Corporate Officer — President — Title(s)
- ¨ Partner(s) ¨ Limited ¨ General
- ¨ Attorney-In-Fact
- ¨ Trustee(s)
- ¨ Guardian/Conservator
- ¨ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond — Title or Type of Document

2 — Number of Pages

2/17/26 — Date of Document

none — Signer(s) Other Than Named Above

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Jennifer Grenrood; Joseph A Clarken III; Matthew Grenrood; Melanie Ankeney; Patrick R Hedges; Raymond Klucznik; Ted H Rarrick

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of July , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 21st day of July 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of February , 2026 .

Secretary

POA 0018 (5/25)

D. BIDDER'S ASSURANCE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

FROM:

Name of Bidder: CJ CONCRETE CONSTRUCTION, INC.

Business Address: 10142 SHOEMAKER AVENUE
SANTA FE SPRINGS, CA 90670

Telephone No: (562)777-2222

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps BN-2602-02,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: _____ JOHN C. SARNO TITLE: PRESIDENT

E. BIDDER'S DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

CJ CONCRETE CONSTRUCTION, INC.	PRESIDENT
Contractor's Business Name	Contractor Signature Title
10142 SHOEMAKER AVENUE	JOHN SARNO PRESIDENT
Business Address: Street	By Title
SANTA FE SPRINGS, CA 90670	720989
City State Zip	Contractor's License No. and Classification
(562)777-2222	FEB 18, 2026
Business Phone Number	Date
JOHN C. SARNO PRESIDENT	10142 SHOEMAKER AVENUE
Name Title	Residence: Street
SANTA FE SPRINGS, CA 90670	(562)777-2222
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM CJ CONCRETE CONSTRUCTION, INC.

TITLE OF PERSON SIGNING PRESIDENT

SIGNATURE

DATE FEB 18, 2026

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A

G. CERTIFICATION OF PRINCIPAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

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 undertake 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. (Section 1861, Labor Code.)

Signature: _____

Name: JOHN C. SARNO

Title: PRESIDENT

Name of Company: CJ CONCRETE CONSTRUCTION, INC.

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18TH day of FEB 2026, at SANTA FE SPRINGS *(place of execution)*, California.

Signature: _____
Name: JOHN C. SARNO
Title: PRESIDENT
Name of Company: CJ CONCRETE CONSTRUCTION, INC.

I. NON-COLLUSION DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the PRESIDENT of CJ CONCRETE CONSTRUCTION, INC., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on FEB 18, 2026 [date], at SANTA FE SPRINGS [city], CALIFORNIA [state].

CJ CONCRETE CONSTRUCTION, INC.
NAME OF BIDDER

SIGNATURE OF BIDDER

10142 SHOEMAKER AVENUE
ADDRESS OF BIDDER

SANTA FE SPRINGS, CA 90670
CITY STATE ZIP

J. REFERENCES OF WORK

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. CITY OF RIVERSIDE - 3900 MAIN STREET, RIVERISDE, CA 92501
Name and Address of Public Agency

MARK MENSEN - MMensen@riversideca.gov - (951)826-5990
Name, Email, and Telephone Number of Project Manager

SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS / BRYAN STREET AND COCHRAN AVE SIDEWALK IMPROVEMENTS
Name and Description of Project

$949,556.00	JULY 2025
Original Contract Amount	Original Date of Completion
$949,556.00	MARCH 2025
Final Contract Amount	Final Date of Completion

Number of Change Orders 0

2. CITY OF SEGUNDO - 350 Main Street, El Segundo, CA 90245
Name and Address of Public Agency

FLORIZA RIVERA - frivera@elsegundo.org - (310)524-2361
Name, Email, and Telephone Number of Project Manager

CURB RAMP INSTALLATION / CDBG ADA CURB RAMP INSTALLATION PROJECT
Name and Description of Project

265,400.00	JANUARY 2025
Original Contract Amount	Original Date of Completion
265,400.00	DECEMBER 2024
Final Contract Amount	Final Date of Completion

Number of Change Orders 0

3. CITY OF BELLFLOWER - 16600 CIVIC CENTER DRIVE., BELLFLOWER, CA 90706
Name and Address of Public Agency

PHILIP WANG - pwang@bellflower.org - (562)804-1424
Name, Email, and Telephone Number of Project Manager

CITYWIDE ANNUAL CONCRETE / ON-CALL ANNUAL CONCRETE IMPROVEMENTS
Name and Description of Project

2,417,000.00	DECEMBER 2024
Original Contract Amount	Original Date of Completion
2,417,000.00	JUNE 2024
Final Contract Amount	Final Date of Completion

Number of Change Orders 0

4. CITY OF RIALTO - 150 S Palm Ave, Rialto, CA 92376
Name and Address of Public Agency

ELMO DELOS SANTOS - elmo.delos-santos@bureauveritas.com - (323)855-2164
Name, Email, and Telephone Number of Project Manager

MERRILL AVE SAFE ROUTES TO SCHOOL - IMPROVEMENTS AROUND THE SCHOOLS
Name and Description of Project

1,097,675.00	AUGUST 2025
Original Contract Amount	Original Date of Completion
1,097,675.00	JUNE 2025
Final Contract Amount	Final Date of Completion

Number of Change Orders 0

For additional References, please add separate sheets.

CJ CONCRETE CONSTRUCTION, INC.
NAME OF BIDDER

DATE FEBRUARY 18, 2026

JOHN C. SARNO
SIGNATURE OF BIDDER

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: SUPERIOR PAVEMENT MARKINGS	Address: 5312 CYPRESS
Description of Work: Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	
CSLB Contractor License No. 1141887	DIR Registration No. 200 001 5240
Phone No. (714)995-9100	Dollar Amount of Work & % of Work $6,500.00 | 5.25%

Sub-Contractors Name: On Point Land Surveying, Inc.	Address: 1906 Orange Tree Lane, Suite 240
Description of Work: SURVEYING	
CSLB Contractor License No. LS8133	DIR Registration No. 100 000 3100
Phone No. (909)792-2221	Dollar Amount of Work & % of Work $9,500.00 | 7.85%

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: 15 % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☑ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: _____

Printed Name: JOHN C. SARNO

Title: PRESIDENT

Firm Name: CJ CONCRETE CONSTRUCTION, INC.

Date: FEBRUARY 18, 2026

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

A D D E N D U M N O. 1

Date: February 24, 2026

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Proposals.

1.0 ADD *– APPENDIX D- CDBG REQUIREMENTS AND FEDERAL WAGE DECISION*

ADDENDUM ISSUED BY:

Nick Petrevski, Associate Engineer

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated February 24, 2026.

ATTEST: CJ Concrete Constructions, Inc
Principal: John C. Sarno
Address: 10142 Shoemaker Ave. Santa Fe Springs, CA 90670
By: John C. Sarno
Title: President

APPENDIX D – CDBG REQUIREMENTS AND FEDERAL WAGE DECISION

BN-2503-02

CDBG Project No. 602719-24

Various Locations ADA Sidewalks & Access Ramps

FEDERALLY ASSISTED PROJECT
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Exhibit 1 - Summary of Contract Provisions for Inclusion in the Notice Inviting Bids for a Federally Funded Project D-2

Exhibit 2 - Federal Labor Standards Provisions - HUD-4010 ..... D-3

Exhibit 3 - Federal Equal Employment Opportunity/Affirmative Action Provisions D-8

Exhibit 4 - Contracting with Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms D-18

Exhibit 5 - Compliance with Clean Air and Water Acts D-19

Exhibit 6 - Prime Contractor's List of Proposed Subcontractors D-20

Exhibit 7 - Prime Contractor File Checklist D-21

Exhibit 8 - Certification of Understanding and Payroll Authorization D-22

Exhibit 9 - Report of Additional Classification and Rate D-23

Exhibit 10 - Non-Segregated Facilities Certification D-24

Exhibit 11 - Past Performance Certification D-25

Exhibit 12 - Notice of Equal Employment Opportunity D-25

Exhibit 13 - Federal Lobbyist Certification D-27

Exhibit 14 - County Lobbyist Certification D-28

Exhibit 15 - Fringe Benefit Payment Certification D-29

Exhibit 16 - Statement of Compliance D-30

Exhibit 17 - Agency Report of Contract Award D-31

Exhibit 18 - Section 3 Clause and Program Forms D-32

Exhibit 19 - Worker's Compensation Certificate D-37

Exhibit 20 - Federal Clauses and Provisions D-38

Exhibit 21 - Federal Wage Decision D-47

EXHIBIT 1

SUMMARY OF CONTRACT PROVISIONS FOR INCLUSION IN THE NOTICE INVITING BIDS FOR A FEDERALLY FUNDED PROJECT

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced, A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This is project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available Online at http://www.dir.ca.gov/dlsr/.

Apprenticeship Program: Attention is directed to Sections 1777,5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 3 Statement: See Page D-32.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA - 24 CFR 85,36 and Non-Profit Organizations - 24 CFR 84.4), 0MB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

A. 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.

(1) 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 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 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 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 (WH1321)) 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) Additional Classifications.

(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;

(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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 **https://www.dol.gov/agencies/whd/forms** 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 U.S. 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 1235-0008.)

(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; and

(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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **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) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☑bidder, ☐proposed sub-contractor, hereby certifies that he/she ☑has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☑has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2/24/20 Project Number: 602719-24 Contract Award: $ 137,453.-

Awarding Agency: City of Lawndale

Contractor Name: CJ Concrete Construction, Inc. Total Number of Employees 16

Affiliate Company: _____

By: [signature] John C. Sarno

Title: President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 3

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

Federal Contract Provision

1. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**. During the performance of this contract, the contractor agrees as follows:

   a. 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 setting forth the provisions of this nondiscrimination clause.

   b. 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.

   c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or 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 or federally assisted construction 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.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisionswill be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contract or may request the United States to enter into such litigation to protect the interests of the United States.

2. **EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;

(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and

female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a

member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sec or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

3. **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

4. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located

outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

EXHIBIT 4

CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

Federal Contract Provision

1. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

   a. Including qualified Small Business and Minority Firms on solicitation lists.

   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

Exhibit 5

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

CJ concrete construction Inc.
Name of Contractor

10142 shoemaker Ave. santa fe springs CA 90670
Address

- President
Signature and Title

2/24/20
Date

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary

Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amo9unt or percentage of bid

Project Name: CDBG Various Locations ADA Sidewalks & Access Ramps Awarding Agency: City of Lawndale

Location: Lawndale CA Project Number: 602719-24

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Superior Pavement Markings 5312 Cypress St Cypress CA 90630 (714) 995-9100	20451825	1141887	6,500-	N/A	N/A	Furnish & Install Traffic Striping, Markings, Legends & Pavement Markers
OnPoint Land Surveying, Inc 1906 Orange Tree Lane Ste 240 Redlands, CA 92374 (909)792-2221	27-3321310	658133	9,500-	N/A	N/A	Surveying.

Signature: [signature] Name and Title: John C Sarna President

Date: February 24, 2026 Company Name: CJ Concrete Construction, Inc

EXHIBIT 6

EXHIBIT 7
Prime Contractor File Checklist

Local Contracting Agency (LCA): _____ Prime Contractor Name: CJ Concrete Construction Inc

Project Name: CDBG Various Locations ADA Sidewalks & Access Ramps Project Number: 602719-24

_____ Print Name of *Labor Standards Officer* (LSO)

_____ *LSO Signature*

2/24/2026 DATE

CONTRACT ACTIVITY	YES	NO	COMMENTS
PRE-BID REQUIREMENTS – Bid Documents must be reviewed and accepted by Grants Management Unit (GMU) *prior to advertising the project and soliciting bids*:			
Submit the project Bid Documents to GMU for review *using the Standard-format Request & Checklist*			Date submitted: 2/25/26
Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements			Date received: N/A
Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at www.wdol.gov			Date verified:
Document any reason(s) for not providing a *Wage Modification* issued within 10-days of bid opening			◂ *Attach a copy of the Memo-to-File*
Hold a *Section 3* pre-bid meeting to explain the bid preference & hiring requirements			Pre-Bid Date: 2/18/26
Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results)			Bid Opening Date: 2/25/26
Complete the *Section 3 Bid Evaluation Memorandum* (if applicable) and forward a copy to GMU			Date submitted: N/A
CONTRACT AWARD – Verify the contractor's eligibility *prior to awarding a construction contract* and:			
Check CSLB (http://www.cslb.ca.gov) to ensure contractor has a current license & Worker's Comp insurance			Date: N/A
Check CA Department of Industrial Relations (DIR) at https://efiling.dir.ca.gov/PWCR/Search			Date:
Check CA Department of Industrial Relations (DIR) at http://www.dir.ca.gov/dlse/debar			Date:
Check the *System for Award Management (SAM)* at https://www.sam.gov for Contractor Eligibility			Date:
Date the LCA & Contractor ☐ signed a contract or ☐ council approved the award *(Contract Award date)*			Contract Award Date:
Send a *Notice of Contract Award* letter to DOL/OFCCP *(Contracts $10,000 or more)*			Contract Amount:
Send a copy of the completed *Agency Report of Contract Award form* (ARCA) to GMU			Date sent:
Send a copy of the Prime Contractor's *List of Subcontractors* to GMU			Number of subcontracts:
PRE-CONSTRUCTION CONFERENCE – The LCA's *Labor Standards Officer* must be prepared to present the Labor Standards & *Section 3* requirements:			
LCA notified GMU no less than 10-workdays in advance that a pre-construction conference was scheduled			Notification sent on: N/A
An *Additional Work Classification Request form* received for classifications not listed on *Wage Decision*			Classification:
LCA sent a *Notice to Proceed* to the prime contractor			Start Date:
LCA is reminded to send a copy of all Change Orders to GMU			
Contracts in the amount of ***$10,000*** to $100,000.00 – Ensure that the contractor submits the following MINIMUM documentation:			☒ N/A
Non-Segregated Facilities Certification form			
Past Performance Certification form			
Notice of Equal Employment Commitment form			
Non-Collusive Declaration form			
County Lobbyist Certification form			
Contracts in the amount of ***$100,000*** or more – Ensure that the contractor submits the following MINIMUM documentation:			☒ N/A
Federal Lobbyist Certification form			
Section 3 Business Certification form & Resident Certification form for each employee			*Total Employees:* *Low-Income:*
Section 3 Commitment form			
Section 3 Economic Opportunity Plan			*Proposed Low-Income New Hires:*
Section 3 Economic Opportunity Report (Submit with the final payroll report)			*Total New Hires:* *Low-Income:*

Contracts in the amount of ***$250,000*** or more

COMMENTS
☐ N/A

Ensure that the contractor submits the following MINIMUM documentation:

Certification of Intent to Comply with Build America Buy America Act (BABAA) domestic preference requirements.			Date Submitted to HUD: _____
Certification of Intent to Request a BABAA General Applicability or Project-Specific Waiver			Date Submitted to HUD: _____

CONTRACT ACTIVITY

	YES	NO	COMMENTS

POSTING REQUIREMENTS – Verify that the Posting Requirements were met at the job site and document the project file for the following:

Federal Wage Decision is posted at the site, accessible to all employees during working hours			CA: _____ Mod: ___ Date: _____
Notice to Employees – Davis-Bacon Poster includes the LCA contact person's name & project number			*Contact Person's Name:* _____
The Law – EEO Poster			
Notice of Equal Employment Opportunity Commitment			
Notice of *Section 3* Commitment			☐ N/A
Documented in file (include the *Project Number*) via: ☐ Photographs ☐ Memo-to-File ☐ Interview form			

EMPLOYEE INTERVIEWS – Conduct *Employee Interviews* **using the HUD-11 form** and reconciling the information on the form with the corresponding CPR and supporting documentation:

Interview forms were reconciled with corresponding CPR to verify the information provided			*Number of Interviews:* _____
Interview forms are complete & attached to corresponding CPR			*Number of Workers:* _____
A minimum of 10% of the workforce was interviewed			*Percentage Accomplished:* _____

CERTIFIED PAYROLL REPORTS (CPR) – Review and verify that each report met the following minimum requirements:

Certificate of Understanding & Authorization form was provided to support non-owner signatures			☐ N/A
Payroll Reports submitted are in the form and format authorized by HUD			*DATE of the FIRST workday:* _____
CPR was numbered Sequential & the last report is annotated "Final"			*DATE of the LAST workday:* _____
CPR includes the Name, Address and EIN of Contractor			
Also include the Name, Address & SSN (or employer-generated ID) of each worker			☐ *Confidential List of employees* is in the file
Work Classifications reported on all CPR correspond with the assigned Federal Wage Decision			
The hourly rate of pay reported on CPR is no less than the prevailing hourly wage rate on the wage decision			
Fringe Benefit Statement reports hourly benefits are paid into ☐ an approved plan or ☐ in cash to the worker			
ALL "Other" deductions are documented and acknowledged or authorized by the worker(s)			
An apprentice status letter from the Federal Office of Apprentice is attached to the CPR for each apprentice			
The Ratio of Apprentice to Journeymen meets ☐ HUD and/or ☐ Local Union standards			

STATEMENT OF COMPLIANCE – Ensure that each payroll report has a *Statement of Compliance* attached and has an original authorized signature:

Was provided in a form & format authorized by HUD and are attached to the corresponding CPR			
Was submitted with an Original *(Authorized)* Signature on each statement			

UNDERPAYMENTS – Enforce the *Labor Standards Provisions* and take the following MINIMUM action steps in an effort to resolve the underpayments: **☐N/A**

Completed a violation report, documented how the underpayments were discovered, and sent a copy to GMU			Sent on: _____
Provided GMU with a copy of the worksheet that identifies the workers that were underpaid			Number of Workers: _____
Calculated underpayment amount and documented findings on the spreadsheet			Underpayment Amount: _____
Notified the contractor *(in writing)* of the nature of the underpayment & required corrective action to take			Date Notified: _____
Informed the Contractor of his/her Right of Appeal in accordance with the LCA policies			Date Informed: _____
Reported to GMU that the contractor was able to make full restitution payments to all workers			Date Reported: _____
Advised GMU that the contractor was unable to make restitution payments to _____ workers			Outstanding Amount: _____
Letters were sent *(Regular & Certified Mail)* to each of the unfound/underpaid workers			Date: _____
An escrow account was established on _____(date)			Escrow Amount: _____
Submit a 5.7 Enforcement Report *(Unfound workers and/or underpayments of $1,000 or more)* to GMU			Date submitted: _____

POST-CONSTRUCTION REQUIREMENTS – *Request Contract & Labor Compliance File Review* by GMU within 10 workdays of the end of construction:

Has a Notice of Completion been filed for this project?		Date Filed: _____
Was a completion letter sent to the prime contractor to document performance/compliance?		Sent on: _____
Has the LCA provided GMU with copies of all Change Orders? If not send copies with this request		Number of Change Orders: _____
Has the LCA provided GMU with 'after' photographs of the project area? If not, submit with request		Sent on: _____
Submit a standard-format *Request for CDBG Contract & Labor Compliance File Review* of the project files		Date Requested: _____

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

CDBG Various Locations ADA Sidewalks & Access Ramps — Project Name/Number

City of Lawndale — Awarding Agency

CJ Concrete Construction, Inc. — Company Name

11442 Shoemaker Ave. Santa Fe Springs CA 90670 — Company Address

720989 — License Number

95-4579826 — Employer Identification Number

80-288-8203 — DUNS Number

This is to certify that the principal{s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Rachel Jimenez — Name

Payroll/HR — Title

Signature

2/24/2026 — Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

John C Saenz — Name

President — Title

Signature

2/24/2026 — Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 09/30/2006)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
City of Lawndale	CDBG Project #602.719-24 Various Locations ADA Sidewalks & Access Ramps
	3. LOCATION OF PROJECT (City, County and State) Lawndale, Los Angeles County, CA
4. BRIEF DESCRIPTION OF PROJECT ADA Sidewalks & Access Ramps in various Locations around the City.	5. CHARACTER OF CONSTRUCTION ☐ Building ☑ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (If any)
Concrete apprentice	24.20	11.28
concrete framers/ masons	44.00	27.35
Foreman	80.00	00.00
concrete operators	55.90	27.24

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
CJ Concrete Construction, Inc. 10142 Shoemaker Avenue Santa Fe Springs, CA 90670	

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☑ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

_____ **Agency Representative** *(Typed name and signature)*	_____ *Date* _____ *Phone Number*
	FOR HUD USE ONLY LR2000: **Log in:** **Log out:**

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas1 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 2/24/2026 Project Number: 602719-24

Company: CJ Concrete Construction, Inc

Address: 10142 Shoemaker Ave, Santa Fe Springs, CA 90670

By: John C. Sarno

Title: President

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2/24/2026 Project Number: 602719-24 Contract Award $ 137,453

Awarding Agency: City of Lawndale

Contractor Name: CJ Concrete Construction, Inc.

Affiliate Company: _____

By: John C. Sarno Title: President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: Local - 1309 Laborers
(Name of Labor Union, Workers Representative, etc.)

3971 Pixie Ave, Lakewood, CA 90712
(Address)

Name of Business (Contractor): C J Concrete Constructions, Inc

Project Name: CDBG various Locations ADA Sidewalks & Access Ramps Project Number: 602719-24

The Undersigned currently holds a contract with City of Lawndale involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

John C. Carno
(Print Name)

By: JC
(Signature)

2/24/2026
(Date)

President
(Title)

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: Local 500- Masons
(Name of Labor Union, Workers Representative, etc.)

331 Corporate Terrance Circle, Corona, CA 92879
(Address)

Name of Business (Contractor): C J Concrete Constructions, Inc

Project Name: CDBG various Locations ADA Sidewalks & Access Ramps Project Number: 002719-24

The Undersigned currently holds a contract with City of Lawndale involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

John C. Carno
(Print Name)

By: [signature]
(Signature)

2/24/2026
(Date)

President
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: C J Concrete Construction, Inc

Address: 10142 Shoemaker Avenue, Santa Fe Springs

State: CA Zip Code: 90670 Telephone Number: (562) 777-2222

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: 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 the 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 $101000 and not more than $100,000 for each such failure.

Authorized Official:

John C. Sarno
(Print Name)

By: _____
(Signature)

2/24/2026
(Date)

President
(Title)

EXHIBIT 14
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: CJ Concrete Construction, Inc
Address: 10142 Shoemaker Avenue, Santa Fe Springs
State: CA Zip Code: 90670 Telephone Number: (562) 777-2222

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

CJ Concrete Construction, Inc
(Contractor/Subcontractor)

By: _____
(Signature)

2/24/2026
(Date)

President
(Title)

EXHIBIT 15

Fringe Benefit Payment Certification

CDBG Various Locations ADA Sidewalks & Access Ramps
PROJECT NAME

City of Lawndale
AWARDING AGENCY / CONTRACTOR

City of Lawndale
PROJECT LOCATION

CJ Concrete Construction, Inc
COMPANY NAME

10142 Shoemaker Ave Santa Fe Springs, CA 90670
COMPANY ADDRESS

720989
LICENSE NUMBER

95-4578126
EMPLOYER IDENTIFICATION NUMBER

80-288-8263
DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
cement mason	Health & Welfare	$ 9.08	ABC Training and Trust Apprenticeship 920 N. poinsettia st. santa Ana CA 92701
	Pension	$ 12.25	
	Vacation	$ 7.52	
	Apprenticeship/Training	$ 0.44	
	Other (explain)	$ 0.24	
	TOTAL HOURLY FRINGE	$	
cement mason apprentice	Health & Welfare	$ 9.08	ABC Apprenticeship Training and Trust 920 N. poinsettia st. Santa Ana CA 92701
	Pension	$ 0	
	Vacation	$ 2.52	
	Apprenticeship/Training	$ 0.44	
	Other (explain)	$ 24	
	TOTAL HOURLY FRINGE	$	
laborer	Health & Welfare	$ 9.55	ABC Apprenticeship Training and Trust 920 N. poinsettia st. Santa Ana CA 9270)
	Pension	$ 12.57	
	Vacation	$ 5.02	
	Apprenticeship/Training	$ 0.80	
	Other (explain)	$ 0.07	
	TOTAL HOURLY FRINGE	$	
laborer apprentice	Health & Welfare	$ 6.69	ABC Apprenticeship Training and Trust 920 N. poinsettia st. Santa Ana CA 92701
	Pension	$ 5.31	
	Vacation	$ 2.51	
	Apprenticeship/Training	$ 0.00	
	Other (explain)	$ 0.07	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☑ I make payments to approved fringe benefit plans, funds, or programs as listed above.

-OR-

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

John C. Sarno
AUTHORIZED OFFICIAL NAME

President
AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

2/24/2026
DATE

EXHIBIT 16

STATE OF CALIFORNIA
STATEMENT OF COMPLIANCE

Date: 2/24/2026

John C. Sarno (Name of signatory party) President (Title) do hereby state:

(1) That I pay or supervise the payment of the persons reported on the Certified Payroll Report by CJ Concrete Construction, Inc. (Contractor or subcontractor) on the ADA Sidewalk & Access Ramps CDBG Various Locations (Project), that during the payroll period commencing on the N/A day of N/A and ending the N/A day of N/A 20___, all persons working on said project have been paid the full weekly sums earned, that no rebates have been or will be made either directly or indirectly to, or on behalf of, said CJ Concrete Construction, Inc (Contractor or subcontractor) from the full weekly sums earned by any person and that no deductions have been made either directly or indirectly from the full sums earned by any person, other than permissible deductions, as described below:

(2) That any payrolls or listings or 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.

(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 or listings 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 or listings has been paid as indicated on the payroll or listings 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
John C. Sarno	

Also, 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).

EXHIBIT 17
AGENCY REPORT OF CONSTRUCTION CONTRACT AWARD

TO: Grants Management Unit (GMU)
Los Angeles County Development Authority (LACDA)

Date: 2/25/20

FROM: _____ Local Contracting Agency Name: _____

Project Name: Various locations ADA sidewalks and access ramps Project Number: C02714-24

A formal bid opening, or informal solicitation for this construction contract was held on: Date: _____
A ☑ Contract ☐ Subcontract was awarded to the contractor identified below on: Date: _____
The contract amount for the scope of work to be performed by this Contractor, as detailed below, is: Amount: _____
This ☑ is or ☐ is not a *Section 3 qualified construction contract* _____
A *Section 3* Pre-Bid Meeting was held on: Date: _____

The Contractor's Eligibility was verified prior to the contract with search results from:
California Contractors State Licensing Board (CSLB) website (http://www.cslb.ca.gov) on: Date: _____
California Department of Industrial Relations (DIR) website (https://www.dir.ca.gov/dlse/debar.html on: Date: _____
Federal List of Parties Excluded from federal contract award website (https://sam.gov/content/exclusions) on: Date: _____

A *Notice of Contract Award* letter was sent to the U.S. Dept. of Labor, OFCCP (contracts $10,000 or more) on: Date: _____

▶Identify the detailed scope of work FOR THIS CONTRACTOR

Estimated Start Date: _____ *Estimated Completion Date:* _____

_____
_____
_____
_____

▶Identify the work classifications to be USED BY THIS CONTRACTOR at the construction site

Estimated Workforce size: _____

☐ Asbestos Worker	☐ Equipment Operator Group ____	☐ Lather	☐ Roofer
☐ Bricklayer	☐ Glazier	☐ Marble setter	☐ Sheet metal worker
☐ Carpenter	☐ Ironworker	☐ Painter	☐ Terrazzo Worker
☑ Cement Mason	☑ Laborer Group 144	☐ Plasterer	☐ Tile layer
☐ Electrician	☐ Labor/Striper Group ____	☐ Plumber	☐ _____ (other)

The Contractor(s) acknowledge, by signature below, that: "*This construction project is funded in whole or in part with Federal funds.*"
A copy of the *Federal Labor Standards Provisions* (HUD-4010 form), is attached to the contractor's copy of this form.
A copy of the assigned *Federal Wage Decision* identified below will be attached to the contractor's copy of this form.
Federal Wage Decision Number: CA _____ Mod. ____, DATED _____ (https://sam.gov/content/wage-determinations).

The Contractor(s) further acknowledges that the prevailing wage and fringe benefit rates must be paid to all workers each week.

CJ Concrete Construction, Inc.
Print Company Name above – ☑ *Prime Contractor* ☐ *Subcontractor*
Employer Identification Number: 95-4578120
Contractor License Number: 720989
Authorized Signature of Company Representative

☐ *Black American* ☐ *Women Owned Business* ☐ *Native American*
☑ *White American* ☐ *Minority Owned Business* ☐ *Hasidic Jews*
☐ *Hispanic American* ☐ *Section 3 Qualified Business* ☐ *Asian/Pacific American*

Print Company Name above – ☐ *Subcontractor* ☐ *Lower-tier*
Employer Identification Number: _____
Contractor License Number: _____
Authorized Signature of Company Representative

☐ *Black American* ☐ *Women Owned Business* ☐ *Native American*
☐ *White American* ☐ *Minority Owned Business* ☐ *Hasidic Jews*
☐ *Hispanic American* ☐ *Section 3 Qualified Business* ☐ *Asian/Pacific American*

Tips for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form will help the LCA to complete HUD's Semi-Annual and Annual reporting requirements. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. Process the ARCA as follows:

- **Local Contracting Agency (LCA) must;**
  - Enter the basic project information on the form,
  - Enter the dollar amount of the Prime Contract
  - Explain the prevailing wage requirements as outlined in the specifications,
  - Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor,
  - Collect form from the contractor and review for accuracy,
  - Initial and email completed form(s) to GMU.

- **Prime Contractor must;**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower left section – business address and EEO portion, and
  - Sign and return the form to the LCA.
  - **Subcontractor form**, provide the dollar amount of each subcontract
    - Ensure subcontractor has a copy of the *HUD-4010* form & Federal *Wage Decision*
    - Collect form from the sub-contractor and review it for accuracy
    - Sign and forward the form to the LCA

- **Sub and Lower-tier contractor must;**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower right section – business address and EEO portion, and
  - Sign and return the form to the Prime Contractor.

1. **Date of Public Bid Opening or Informal Solicitation Date**: Date that the LCA held the public bid opening, or the date that the contract opened for vendor offers through informal solicitation.

2. **Contract Award Date**: **Prime Contracts**, the date that the contractor signed an agreement with the LCA.
   Subcontracts, the date the subcontractor signed an agreement with, or work commenced for the prime contractor.
   Lower-tier contracts, the date the lower-tier signed an agreement with, or work commenced for the subcontractor.

3. **Section 3-Qualified Contracts**: The LCA is required to conduct a presentation of the requirements and labor hour benchmarks of *Section 3* during the *Pre-Bid Meeting*. In addition, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide GMU with a copy of their evaluation. A standard-format evaluation form is available for reference and use during the evaluation process.

4. **Contractor Eligibility**: Prior to awarding a contract for construction, the LCA must ensure the contractor is eligible to receive federal funds, and that the contractor's license is current and active as part of the LCA bid evaluation process. The eligibility check includes:

   1. Obtaining the state license number of each bidder and proposed sub-contractor
   2. Contact the CA Contractor State License Board on-line at http://www.cslb.ca.gov
   3. Enter the contractor's license number and click on "Check License"
   4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
   5. Print a copy of this page to assist in completing the contractor's eligibility verification.
      a. First, access the CA Department of Industrial Relations website:
         i. at https://www.dir.ca.gov/dlse/debar.html to ensure that the contractor is not debarred
      b. Next, access the Federal List of Parties Excluded from receiving federal funds on-line at https://sam.gov/content/exclusions
   6. Print the results of your search and place a copy in the contractor's *Labor Standards Enforcement File*

5. **Contractor Acknowledgement**: By signing this form the contractor(s) acknowledges that this project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative.

6. **Federal Labor Standards Provisions**: A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.

7. **Federal Wage Decision**: A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.

8. **Contractor's Acknowledgement**: To pay workers each week no less than the hourly wage and fringe benefits rates identified in the assigned wage decision.

9. **Notice of Contract Award**: Within 10-days of the award date, a *Notice of Contract Award* letter must sent to the Office of Federal Contract Compliance Programs (*OFCCP*) at the address below for contracts awarded in the amount of $10,000 or more. Place a copy of the signed letter in the project file.

   U.S. Department of Labor, Office of Federal Contract Compliance Programs
   1640 South Sepulveda Boulevard, Suite 440
   Los Angeles, CA 90024

EXHIBIT 18

SECTION 3 REQUIREMENTS, CLAUSE, AND PROGRAM FORMS

Section 3 Requirements for Projects for Housing and Community Development Assistance (as amended) funded with Community Development Block Grant:

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 applies to training, employment, contracting and other economic opportunities in the following manner:

Housing and Community Development Financial Assistance:

In connection with housing assistance and community development financial assistance that is used for the following types of projects:

- Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
- Housing construction; and
- Other public construction

SECTION 3 REQUIREMENTS

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 3 DECLARATION OF INTENT TO COMPLY

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3) by submitting the Declaration of Intent to Comply Form. The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers. Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The following Section 3 requirements apply to all LCA Section 3 covered contracts and contractors/ subcontractors funded with CDBG financial assistance:

Section 3 Workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project; and

Targeted Section 3 Workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

SECTION 3 CERTIFICATIONS FORMS

A. SECTION 3 WORKERS must complete certification forms demonstrating they meet the eligibility requirements.

   A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
   1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
   2. The worker is employed by a Section 3 business concern; or
   3. The worker is a YouthBuild participant

B. A SECTION 3 TARGETED WORKER for Housing and Community Development

Financial Assistance projects is a Section 3 Worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR §75.5; or
   (ii) A YouthBuild participant

C. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that meet one of the following criteria within the last 6 months qualify as a Section 3 Business Concern. Local contracting agencies must verify Section 3 Business Concern status at the time the contract is awarded.

1. At least 51% owned and controlled by low-income or very low-income persons
2. Over 75% of labor hours performed for the business over prior 3-month period are performed by Section 3 Workers
3. At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing
4. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

COMPLIANCE WITH SECTION 3 BENCHMARKS

Compliance with Section 3 benchmarks shall be achieved, *to the greatest extent feasible* consistent with existing Federal, state and local laws and regulations to provide economic opportunities for Section 3 workers and Targeted Section 3 workers. HUD regulations outline requirements to serve as a measurement of compliance with the "greatest extent feasible." The benchmarks apply to all Section 3 projects awarded in any fiscal year.

The Contractor/Subcontractor will be considered to have complied with Section 3 benchmarks, in the absence of evidence to the contrary, if they meet all goals and certify compliance with prioritization requirements as follows. Participating contractor/Subcontractor should update their policies and procedures for tracking labor hours via Certified Payrolls (CPRs), timesheets, and other documents to ensure compliance with the Section 3 requirements. The Contractor/Subcontractor will have complied if they meet these benchmarks:

- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Should the Contractor/Subcontractor fail to meet the Section 3 benchmarks as described above in this section, the Contractor/Subcontractor shall submit the Section 3 Qualitative Efforts Form that describes the qualitative nature of the activities. Examples of qualitative efforts includes, but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

JOBSITE POSTING REQUIREMENTS

After contract award, the contractor's completed and signed Declaration of Intent to Comply must be posted at the jobsite and include the contractor's job opportunities available to local qualified low-income residents. The posting must include the contact information of the contractor's hiring official and identify the place and time where prospective employees can obtain and submit an application for employment and Section 3 Worker Certification and Section 3 Target Worker Forms.

REQUIRED FORMS FOR THE SOLICITATION PACKAGE

- Declaration of Intent to Comply with Section 3 Requirements Certification
- Section 3 Worker Certification
- Section 3 Target Worker Certification
- Section 3 Business Concern Certification
- Section 3 Qualitative Efforts Form

SECTION 3 CLAUSE

Section 3 of the Housing and Urban Development Act of 1968, As Amended:

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section
3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

TARGETED SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS

(SECTION 3 CONTRACTS EXECUTED ON OR AFTER NOVEMBER 30, 2020 AND SUBJECT TO 24 CFR 75 "NEW RULE")

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby certify that I fit or when hired within the past five (5) years fit at least one of the following categories:

COUNTY OF RESIDENCE Select your County of Residence:				
☐ Los Angeles	☐ Ventura	☐ Kern	☐ Orange	☐ San Bernardino-Riverside

☐ **1. I am employed by a Section 3 business, or**

☐ **2. I am an employee who currently fits or when hired fit at least one of the following two groups, as documented, within the past five years:**

- I am living within the service area or the neighborhood of the Section 3 project, as defined, or
- A YouthBuild Participant.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____ _____

Employee Signature **Date**

To Be Completed by the Employer

The employee was hired on: _____

This employee meets the following: ☐ Section 3 Business Employee ☐ Section 3 Project ☐ YouthBuild Participant

Business Name: _____ Print Name of Owner / Agent: _____

Signature of Owner / Agent: _____ Date: _____

TO BE COMPLETED BY LACDA STAFF

Reviewed by: _____ **Date:** _____

2024 SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS
(EFFECTIVE July 1, 2024)

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby state that I fit or when hired within the past five (5) years fit at least one of the following categories, as documented:

1. **I am a low-income resident in the County of Los Angeles with an income for the previous or annualized calendar year below the income limits established by the U.S. Department of Housing and Urban Development (HUD) as follows:**

HUD INCOME LIMIT in LOS ANGELES COUNTY Select your Gross Annual Income (from all sources)	
Low (80%) Income Limit	☐ $77,770 or Less

2. **I am employed by a Section 3 business, or**

3. **I am a YouthBuild participant.**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Employee Signature _____ **Date** _____

To Be Completed by the Employer

The employee was hired on: _____

This employee meets the following: ☐ HUD Income Limits ☐ Section 3 Business Employee ☐ YouthBuild Participant

Business Name: _____

Print Name of Owner / Agent: _____

Signature of Owner / Agent: _____ Date: _____

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA),he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

CJ concrete construction, inc.	10142 Shoemaker Ave - Santa fe springs CA 90670
Name of Contractor/Subcontractor	Address
John C. Sarno	president
Print Name	Title
	2/25/20
Signature	Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: CJ Concrete Construction, Inc.

Address: 10142 Shoemaker Ave.

City/State/Zip Code: Santa Fe Springs CA 90670

Telephone Number: 562 777 2222 **Email Address:** Jenifer@cjinc.biz

This business is a Section 3 business concern based on one of the following categories, as documented:

☐ **A. Business is 51% or more owned by low- or very low-income persons,**

(Attach a Section 3 Worker Certification(s) for each owner to this certification.)

☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
- Indicate total number of labor hours performed by all workers: _____ Hours
- Calculate the percentage of labor hours by Section 3 workers: _____ %

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

or

☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.**

(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Signature	President	2/25/20
Signature	Title	Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

☐ **51% owned by low- or very low-income persons,**

☐ **75% of labor hours performed by Section 3 workers, or**

☐ **51% currently owned and controlled by public housing or Section 8-assisted housing residents.**

Approved by: (Print Name)_____ **Signature:**_____ **Date:**_____

QUALITATIVE EFFORTS FOR CONTRACTORS

☐ **Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.**

Date of Outreach Effort	Address of Outreach Effort

☐ **Provided training or apprenticeship opportunities.**

Date of Training	Address of Training

☐ **Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).**

Date of Technical Assistance	Address of Technical Assistance

☐ **Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.**

Date of Workers Assistance	Address of Workers Assistance

☐ **Held one or more job fairs.**

Date of Job Fair	Address of Job Fair

☐ **Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).**

☐

Date of Referral	Type of Service Provided or Referred

☐ **Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

Date of Assistance	Type of Educational Assistance Provided

☐ **Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

Date of Assistance	Type of Training/Coaching Provided

☐ **Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

Date of Outreach	Description of Outreach

☐ **Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

Date of Technical Assistance	Name of Business Concern

☐ **Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

Name of Business Concern

☐ **Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

Name of Business Concern	Description of Assistance

☐ **Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.**

Date of Activity	Name of Business Registry

☐ **Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.**

Date of Activity	Description of Activity

☐ **Other:** _____

Date of Activity	Description of Activity

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self- insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance 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.

CJ concrete construction, INC.
CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

president
TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

- **FEDERAL LABOR STANDARDS PROVISIONS.** The *Federal Labor Standards Provisions (HUD-4010 form)* is included at the end of the provision summary. Keep in mind that the form may be updated from time to time and the most current form must be used. The provision outlines the federal prevailing wage requirements, including a reference to the *Copeland Act* which requires all contractors and subcontractors to submit weekly payroll reports and advises contractors that it is a criminal offense for any person to persuade any other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment. The form also included reference to the *Contract Work Hours and Safety Standards Act* (CWHSSA). CWHSSA applies to contracts in excess of $100,000 and covers laborers and mechanics, including guards and watchmen, who must be paid at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. Finally the form further outlines the prevailing wage requirements, payroll reporting requirements, apprentice requirements, contract termination, and debarment sanctions pertaining to Federally-assisted construction projects.

- **DAVIS-BACON AND RELATED ACTS (DBRA).** The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

- **PREVAILING WAGE STATEMENT**: *"This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced." The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening date and can be found on-line at http://www.wdol.gov. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail."*

- **CONFLICT OF INTEREST STATEMENT.** *No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Refer to; 2 CFR Part 200.318(c)(1), 24 CFR 85.36 [Non-Profit Organizations– 24 CFR 84.4], and 24 CFR 570.611, respectively, shall apply.*

- **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:

  a. 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 setting forth the provisions of this nondiscrimination clause.

  b. 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.

c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or 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 or federally assisted construction 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.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- **FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246). a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;
(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the pacific Islands); and
(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street

applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sec or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed

in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different
standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

- **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:
a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

- **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**
(Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Timetables Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

- **CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

1. Including qualified Small Business and Minority Firms on solicitation lists.
2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

- **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- **SECTION 503 of the REHABILITATION ACT of 1973. INDIVIDUALS WITH DISABILITIES.** Section 503 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job. If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

- **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- **VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974**, as amended. Covered contracts entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.

- **AGE DISCRIMINATION ACT OF 1975.** No person in the Unites States 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 financial assistance.

- **CLEAN AIR AND WATER ACTS.** Contractors with Federally-assisted construction contracts of $100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal. Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:
  1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act , as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

APPENDIX G - DIR RELATIONS CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR) Contractor Registration Number

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

Per this requirement, provide the following information:

CJ CONCRETE CONSTRUCTION, INC.

Contractor Name

100 000 2154

Contractor DIR Registration Number

06/30/2028

Expiration Date of Registration Number

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

Attachment F

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated February 24, 2026.

ATTEST:
Principal: ONYX PAVING COMPANY, INC.
Address: 22707 LA PALMA AVE, YORBA LINDA, CA 92887
By:
Title: COREY R. KIRSCHNER - CEO

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

A D D E N D U M N O. 1

Date: February 24, 2026

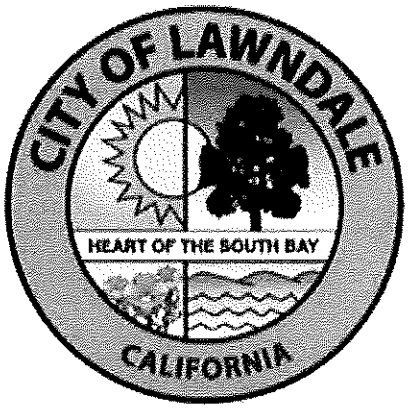
To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Proposals.

1.0 ADD *– APPENDIX D- CDBG REQUIREMENTS AND FEDERAL WAGE DECISION*

ADDENDUM ISSUED BY:

Nick Petrevski, Associate Engineer



CITY OF LAWNDALE
CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

BN-2602-02
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24
Various Locations ADA Sidewalks & Access Ramps

MARCH 2026

City of Lawndale
NOTICE INVITING
BIDS

Notice is hereby given that the City of Lawndale ("City) will receive bids until **2:00 PM on Wednesday, February 25, 2026,** at which time the bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website for **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps.**

The words **"PROJECT NO. BN-2602-02 - Community Development Block Grant (CDBG) Project 602719-24, Various Locations ADA Sidewalks & Access Ramps"** should appear on the envelope of each sealed bid, and each sealed envelope should be addressed to the City Clerk, City Hall, in Lawndale, California.

The project includes, but is not limited to, removal and replacement of sidewalk, curb and gutter, cross gutters, driveway approaches, ADA curb ramps, and all appurtenant work at multiple locations within the City of Lawndale.

The engineer's cost estimate for the project is: **$350,000**.

The duration of the project is **25 working days.** All bids must be submitted to the City Clerk. Contract Documents, plans, and specifications will be available for review on the City website: https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for_proposals All relevant materials shall be obtained from the link above.

The bid must be accompanied by cash, a certified or cashier's check, or bidder's bond, issued by an "admitted surety insurer" made payable to the City of Lawndale for an amount no less than 10 percent of the total base bid amount.

Contractor's License:
The Prime Contractor must have a valid California State Contractor's License with a classification of **"A"** in accordance with provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California, and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

Registration with Department of Industrial Relations:
Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5.

Contractor Eligibility Check:
Prior to awarding a contract, the City will verify (1) license status with the Contractors State License Board (CSLB) at https://www.cslb.ca.gov/; (2) registration status with the Department of Industrial Relations (DIR) at https://services.dir.ca.gov/gsp; and (3) non-appearance on the excluded parties lists maintained by the state Division of Labor Standards Enforcement (DLSE) at https://www.dir.ca.gov/dlse/debar.html and the federal *System For Award Management* (SAM) website https://www.sam.gov.

Mandatory Pre-Bid Meeting:
This is a HUD Section 3 covered construction contract and requires compliance with the labor hour benchmarks outlined in Section 3 of the Housing and Urban Development Act. A Section 3 Pre-Bid Meeting will be held **9:00am on Wednesday, February 18, at 4722 Manhattan Beach Blvd., Lawndale, CA 90260** to explain the Section 3 requirements and benchmarks, as well as prevailing wage requirements. Direct all questions to Robert Villa, Section 3 Coordinator, at robert.villa@mbakerintl.com. **Bidders' attendance at this meeting is mandatory.**

Prevailing Wage Statement:
This contract will be funded in whole or in part with Federal housing and community development funds. Federal Labor Standard Provisions, including prevailing wage requirements of Davis-Bacon and Related Acts will be enforced. The applicable Federal Wage Decision is the decision in effect ten (10) calendar days prior to bid opening; it can be located at https://sam.gov/wage-determinations; a copy of the current decision is included in Appendix "D" and may be updated via addendum. The State Wage Decision is available online at https://www.dir.ca.gov/oprl/dprewagedetermination.htm. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770, *et seq.*; Labor Code Section 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. All contractors shall furnish electronic payroll data (eCPR) to the California Department of Industrial Relations (DIR).

Section 3 Statement:
This is a HUD Section 3 Contract, and all Bidders/Proposers are required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements – Required Contract Forms and Certifications, certifying that they intend to comply with applicable Section 3 requirements, including meeting benchmarks for Section 3 Workers and Targeted Section 3 Workers, to be considered a responsive bidder/proposer and eligible for a contract award. Section 3 Requirements, Clause, and Program Forms are located in Appendix "D" of this document.

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.

Prospective bidders/proposers shall carefully read the information within this bid document including the Section 3 Provisions for Housing and Community Development Assistance and Public Housing Assistance, as amended. Proposals that fail to comply with the requirement of Section 3 will be considered non-responsive and excluded from further consideration.

Federal Requirements: (Appendix "D" of this document)
- Federal Labor Standards Provisions
- Davis-Bacon and Related Acts (DBRA)
- Prevailing Wage Statement
- Conflict of Interest Statement
- Equal Employment Opportunity Clause
- Federal Equal Employment Specifications
- Specific Equal Employment Opportunity Requirements
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

- Contracting with Small Business, Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms
- Civil Rights Act of 1964
- Section 503 of the Rehabilitation Act of 1973. Individuals with Disabilities.
- Section 109 of the Housing and Community Development Act of 1974
- Vietnam Era Veterans' Readjustment Assistance Act of 1974
- Age Discrimination Act of 1975
- Clean Air and Water Acts

Federal Forms to be Submitted with Bid:
The forms contained in Appendix "D" must be completed and included with the bid submittal.

Apprenticeship Program:
Refer to the Summary of Contract Provisions for Inclusion in the Notice Inviting Bids for a Federally Funded Project, located in Appendix "D" of this document.

Federal Labor Standards Provision:
Refer to the HUD-4010 forms, located in Appendix "D" of this document.

Current Federal DOL Wage Decision:
Refer to the Federal Wage Decision, located in Appendix "D" of this document.

Federal EEO and Affirmative Action Requirements:
Refer to the Federal Equal Employment Opportunity and Affirmative Action Requirements located in Appendix "D" of this document.

Contracting with Small & Minority Firms, Women's Business Enterprise:
Refer to the Contracting with Small Business, Minority Firms, Women's BusinessEnterprise, and Labor Surplus Area Firms, Federal Contract Provision, located in Appendix "D" of this document.

Compliance with Clean Air and Water Acts:
Refer to the Compliance with Clean Air and Water Acts, Federal Contract Provision, located in Appendix "D" of this document.

Conflict of Interest:
Refer to the Federal Clauses and Provisions, located in Appendix "D" of this document.

BUILD AMERICA, BUY AMERICA ACT (BABAA) COMPLIANCE STATEMENT. The Contractor(s) must comply with the requirement of Build America, Buy America (BABAA) Act,41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Agency's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

Applicability of the Build America, Buy America
The Build America, Buy America Act (BABA) requires that all of the iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States.

Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered Community Planning and Development (CPD) Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA.

Categorization of Articles. The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

- Iron or steel products;
- Manufactured products;
- Construction materials; or
- Section 70917(c) materials.

Construction Materials are also:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite
- building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood, and
- Drywall.

Covered Materials includes the following when used in connection with an Infrastructure Project:

A. all iron and steel;
B. all Manufactured Products; and
C. all Construction Materials.

Under the U.S. Department of Housing and Urban Developement's (HUD) Phased Implementation Schedule, iron and steel are covered material under BABA for this Project. Contractors, manufacturers, and suppliers will be required to purchase iron and steel that are American-made only. Contractors, manufacturers, and suppliers will be required to provide signed certification forms with short description to identify where the covered material was made, supplied to, and where the material will be installed or used. Signed certifications must be submitted with copies of purchase order, invoice, and/or work order.

BABA only applies to articles, materials and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. BABA does not apply to building appliances (e.g., microwaves, refrigerators, dishwashers, etc.), air conditioning units, and generators that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA does not apply to "removable" objects that are not an integral part of the structure or permanently affixed to the infrastructure project. For example, security cameras or fire/smoke/carbon monoxide detectors are not subject to the domestic preference requirements because they are removable and are not an integral part of the structure. This same reasoning applies to air conditioning units and building appliances within the infrastructure project; they are not an integral part of or permanently affixed to the structure. For equipment that is permanently affixed to

infrastructure or that is integral to the structure and remains in a permanent location the equipment is subject to BABAA requirements. The purchasing of appliances and "removable objects" do not apply to BABA.

Applicability of the BAP on CPD Programs:
Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered Community Planning and Development (CPD) Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA.

BABA will be triggered when a project is funded with total federal financial assistance of $250k or greater.

Covered CPD Programs currently include:

- Community Development Block Grant Formula Programs (CDBG)
- Section 108 Loan Guarantee
- HOME Investment Partnerships Program (HOME)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Housing Trust Fund (HTF)
- Recovery Housing Program (RHP)
- Emergency Solutions Grants (ESG)
- Continuum of Care (CoC)
- Housing Opportunities for Persons With AIDS (HOPWA)
- Self-Help Homeownership Opportunity Program (SHOP)
- Special NOFA for unsheltered and rural homeless
- Veterans Housing Rehabilitation and Modification Program (VHRMP)
- Community Project Funding (CPF)/Economic Development Initiatives (EDI)
- Section 4 Capacity Building
- Rural Capacity Building
- Pathways to Removing Obstacles to Housing (PRO Housing)
- Preservation and Reinvestment Initiative for Community Enhancement (PRICE)

CPD Programs Not Covered by BAP:
Under Section 70912(4)(B), the BAP does not apply to Federal funds for "pre and post disaster or emergency response." The following CPD funds are administered for disaster or emergency-related purposes.

BAP does not apply:

- Community Development Block Grant – Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant – Mitigation (CDBG-MIT)
- Community Development Block Grant – National Disaster Resilience Competition (CDBGNDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)
- Emergency Solutions Grants CARES Act (ESG-CV)

The HUD has a Phase Implementation Schedule. Public Agency to refer to Phased Implementation

Schedule for schedule of when their fiscal year fund covers material.

Categorization of Articles. The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

i. Iron or steel products;
ii. Manufactured products;
iii. Construction materials; or
iv. Section 70917(c) materials.

Construction Materials are also:

i. Non-ferrous metals;
ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
iii. Glass (including optic glass);
iv. Fiber optic cable (including drop cable);
v. Optical fiber;
vi. Lumber;
vii. Engineered wood, and
viii. Drywall.

Covered Materials includes the following when used in connection with an Infrastructure Project:

(A) all iron and steel;
(B) all Manufactured Products; and
(C) all Construction Materials.

Once the BAP applies to an infrastructure project, a grantee must:

1. Comply with the BAP, or
2. Utilize one of HUD's general waivers, or
3. Obtain a project-specific waiver to exclude the project from the BAP.

Public agency should follow Steps 1 thru 6 on pages 15 – 17 in the official HUD BABA Guidance for record keeping process (HUD will audit)

Public Agency must keep proper documentation to demonstrate compliance with BABA Rules for covered material. HUD does not have a specific record keeping format. Public Agency must keep documentation that reflect material/product description, quantity acquired and used, material certification letters, purchase order/invoice, and if company is found in the Finding Domestic Suppliers database.

BABA Waiver (recommended to apply during design phase or as early as possible BEFORE project advertisement)

Public Agency may apply for waiver if one of the three conditions apply:

1. Exigent Circumstances Waiver: Is there an **urgent need to immediately** complete the project because of a threat to life, safety, or affects the quality of life of the property's residents and the community?

If yes, the Exigent Circumstances Waiver may apply, and the project would not be

subject to the BAP. Public Agency to document this circumstance and email to BABA office.

2. De Minimis, Small Grants, and Minor Components Waiver: Is the **total cost of the project** equal to or less than $250,000?

If yes, the De Minimis, Small Grants, and Minor Components Waiver may apply, and the project would not be subject to the BAP. Public Agency to document this circumstance and email to BABA office.

OR

This waiver can be applied to a portion of the products used in an infrastructure project if the **cumulative cost of those products does not exceed five percent of the total cost** of covered products used in the project (up to $1 million).

In that case, the BAP would be waived for part of the project, but the rest of the project would still need to comply with the BAP.

3. Tribal Recipients Waiver: Is the project being funded by a Tribal recipient?

If yes, the Tribal Recipients Waiver may apply, and the project would not be subject to the BAP.

Contact Information:

BABA Questions: CPDBABA@hud.gov

BABA Waiver Application with necessary information: BuildAmericaBuyAmerica@hud.gov

Retention: The City will deduct 5 percent retention from all progress payments as specified in Section 9-3.2 of these specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon. Contractor shall provide the City with weekly payroll reports.

Assignment:
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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the 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.

Affirmative Action:
All bidders are on notice that the City will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religious creed, sex, race, color, national origin in consideration for an award. Moreover, no

contractor receiving the award may discriminate nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as provided in Government Code Section 12940.

Labor Standards and Civil Rights:
Contractor agrees to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 *et seq.*). Contractor agrees to comply with the requirements of all other applicable federal, State and local laws and regulations.

Fair Employment Practices/Equal Opportunity Acts:
Contractor shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Section §§ C – 32 B- 3 12940 *et seq.*), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 USC §§ 2000e *et seq.*), and the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101, *et seq.*).

5-Year Retention of Records:
The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 5 years after the expiration of this contract unless permission to destroy them is granted by the City.

Please submit any questions related to this bid via email to the project manager, Nick Petrevski, at npetrevski@lawndale.ca.gov no later than **12:00 PM on Thursday, February 19, 2026.**

TABLE OF CONTENTS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

I. PROJECT DESCRIPTION AND UNDERSTANDING 10

II. NOTICE TO BIDDERS 11

III. INSTRUCTION TO BIDDERS 14

IV. BID DOCUMENTS 23

A. PROPOSAL 23
B. BID SCHEDULE 24
C. BID BOND 26
D. BIDDER'S ASSURANCE 28
E. BIDDER'S DECLARATION 29
F. CERTIFICATE OF NON-DISCRIMINATIONBY CONTRACTORS 31
G. CERTIFICATION OF PRINCIPAL 32
H. DECLARATION OF ELIGIBILITYTO CONTRACT 33
I. NON-COLLUSION DECLARATION 34
J. REFERENCES OF WORK 35
K. SUBCONTRACTORS LIST 38
L. IRAN CONTRACTING ACT CERTIFICATION 41
M. PUBLIC WORKS CONTRACTORREGISTRATION CERTIFICATION 42

V. CONTRACT DOCUMENTS 43

A. CONTRACT AGREEMENT 44
B. AGREEMENT OF INDEMNIFICATION 62
C. EQUALS 63
D. FAITHFUL PERFORMANCE BOND 64
E. PAYMENT BOND (LABORAND MATERIALS) 69
F. GUARANTEE TO THE CITY OF LAWNDALE 73
G. GENERAL COMPREHENSIVE LIABLITY ADDITONAL INSURED ENDORSMENT 75
H. AUTOMOBILE LIABILITY ADDITIONALINSURED ENDORSEMENT 77
I. INSTRUCTIONS FOR COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE TO THE OWNER 79
J. WORKER'S COMPENSATION INSURANCE CERTIFICATE 81
K. SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL 82
L. W9 FORM 83

VI. SPECIAL PROVISION SP1

APPENDICES:

A – SIDEWALK AND CURB RAMPS LOCATIONS
B – CITY ARTERIAL MAP
C – SPPWC STANDARD PLANS
D – CDBG REQUIREMENTS AND FEDERAL WAGE DECISION E - SOLID WASTE REPORTING
F – CONSTRUCTION NOTICE TEMPLATE
G - DIR RELATIONS CONTRACTOR REGISTRATION NUMBER FORM

City of Lawndale

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

I. PROJECT DESCRIPTION AND UNDERSTANDING

The City of Lawndale is participating in the County of Los Angeles Community Development Block Grant Program, a federally assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and related Acts, will be enforced.

The scope of the work is to reconstruct curb ramps and sidewalks at Various Locations throughout Lawndale. To ensure pedestrian safety and uninterrupted flow through the work area, pedestrian and vehicular traffic control measures are required, including signage and protective barriers.

All sidewalks and access ramps must be replaced within 72 hours of removal and completed before Friday to ensure they are open to the public for the weekend.

II. NOTICE TO BIDDERS

Prospective Bidder: To be considered as a responsive Bidder you must send an email to the project manager, Nick Petrevski, at npetrevski@lawndale.ca.gov and provide the following information: Contractor Name, Contractor Address, Contractor Email, Contractor Phone, Contractor Contact Person. This action will add your company name to the Bidder's List.

Mandatory Pre-bid Meeting: This is a HUD Section 3 covered construction contract and requires compliance with the labor hour benchmarks outlined in Section 3 of the Housing and Urban Development Act. A Section 3 Pre-Bid Meeting will be held at 9:00am on Wednesday, February 18, at 4722 Manhattan Beach Blvd., Lawndale, CA 90260 to explain the Section 3 requirements and benchmarks, as well as prevailing wage requirements. Direct all questions to Robert Villa, Section 3 Coordinator, at robert.villa@mbakerintl.com.

Bid Documents: Bid Documents, including but not limited to specifications and proposal forms, will be available for download on the City website, accessible through the webpage at: https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for_proposals
To the extent required by Section 20103.7 of the Public Contract Code, upon request from a Contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the Contractor plan room.
It is the responsibility of each prospective Bidder to download and print all bid documents for review and to verify the completeness of Bid Documents before submitting a bid. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents.

Questions: All questions regarding this bid shall be submitted via email to the project manager, Nick Petrevski, at npetrevski@lawndale.ca.gov no later than **12:00 PM on Thursday, February 19, 2026**. Proposers shall not contact City personnel or Elected Officials with any questions or clarifications concerning this Invitation for Bids other than through the project manager, via email. Any City response for this Bid that is not posted on the City website is unauthorized and will be considered invalid.

Submittal of Bids: Sealed bids will be received through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until **2:00 PM on Wednesday, February 25, 2026**, at which time they will be publicly opened and read in the City Council Chambers at 14717 Burin Avenue, Lawndale, CA. Results will be posted on the City website. All bids shall be valid for a period of 90 calendar days after the bid opening date.

Bidder's Guarantee: Each bid must be accompanied by cash or a certified check or a cashier's check or Bidder's bond made payable to the City of Lawndale for an amount equal to at least ten percent (10%) of the bid price. In accordance with Public Contract Code Section 20170, the Bidder's Bond shall be issued by a surety company admitted to do business in the State of California. Further, in accordance with Public Contract Code Section 20172, such guarantee shall be forfeited should the Bidder to whom the Contract is awarded fail to enter into the Contract within the specified time.

Payment, Performance Bonds: The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one

hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein and shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Substitution of Securities: Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by the City to ensure its performance under the Contract.

Contractor License: In accordance with provisions of Section 3300 of the California Public Contract Code, City of Lawndale has determined that the **Contractor shall possess a valid "A" California Contractor's License**. Failure to possess such license may render the bid as non-responsive and bar the award of the Contract to that non-responsive Bidder.

Contractor's Registration with the Department of Industrial Relations (DIR): The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a Contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. No Bid will be accepted, nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.

Prevailing Wage Requirements: This contract will be funded, in whole or in part, with Federal housing and community development funds. Federal Labor Standard Provisions, including prevailing wage requirements of Davis-Bacon and Related Acts will be enforced. The applicable Federal Wage Decision is the decision in effect ten (10) calendar days prior to bid opening; it can be located at https://sam.gov/wage-determinations; a copy of the current decision is included in Appendix "D" and may be updated via addendum. The State Wage Decision is available online at https://www.dir.ca.gov/oprl/dprewagedetermination.htm. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770, *et seq.*; Labor Code Section 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. All contractors shall furnish electronic payroll data (eCPR) to the California Department of Industrial Relations (DIR).

Compliance Monitoring and Enforcement: Contractor's performance of the Work described in the Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the total base bid. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

III. INSTRUCTIONS TO BIDDERS

Form of Proposal: The proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained from the City website at: https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for_proposals

Signatures: All places where signatures are required must be fully executed.

Proposal: Documents which shall be signed and returned to the City with the Bid Proposal:

A. Proposal
B. Bid Schedule
C. Bid Bond
D. Bidder's Assurance
E. Bidder's Declaration
F. Certificate of Non-Discrimination by Contractors
G. Certification of Principal
H. Declaration of Eligibility to Contract
I. Non-Collusion Declaration
J. References for Work
K. SubContractor List
L. Iran Contracting Act Certification
M. Public Works Contractor Registration Certification
N. Addenda (if applicable)
O. Completed and signed federal Labor Standard Compliance forms (EXHIBITS 6-15) found in Special Conditions Section, Appendix D

Contract: Documents which shall be signed and returned to the City by the successful Bidder within 10 days of notification of intent to award Contract:

A. Contract Agreement
B. Agreement of Indemnification and Hold Harmless and Waiver of Subrogation and Contribution
C. Equals
D. Faithful Performance Bond
E. Payment Bond (Labor and Materials)
F. Guarantee to the City of Lawndale
G. General Comprehensive Liability Additional Insured Endorsement
H. Automobile Liability Additional Insured Endorsement
I. Instructions for Completing, Executing, and Submitting Evidence of Insurance to the Owner
J. Worker's Compensation Insurance Certificate
K. Supplemental Information to be Completed by Principal
L. W-9 Form
M. Copy of City Business License

Delivery of Proposal: Each Bid prepared by Bidder shall be completed in itself and shall be submitted to the office of the City Clerk located at 14717 Burin Avenue, Lawndale, CA 90260.

Payment: Refer to the Contract Agreement for payment information. Contractor shall submit progress payment requests on City approved form.

Required Bonds: Prior to the execution of the Contract, the successful Bidder shall file with the City surety bonds in the amounts and for the purposes noted below. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure section
995.120. Contractor shall pay all premiums and costs thereof and incidental thereto.

Per Civil Code section 3247, a Payment Bond is required if the Contract is for more than $25,000.

The successful Bidder shall give three (3) surety bonds with good and sufficient sureties:

"Payment Bond – Labor and Materials" shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the work. Bond to be in the sum of not less than 100% of the Contract price to assure the claims of materialmen supplying materials to Contractor, and for payment to laborers and subcontractors employed on the project.

"Faithful Performance Bond" in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract; shall be conditioned as to assure the faithful performance by the Contractor of all work under said Contract, in a manner that is satisfactory and acceptable to the City; that all materials and workmanship supplied by him will be free from original or developed defects; and that should original or developed defects or failures appear, the Contractor shall, at his 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 satisfaction of the City.

Rejection of Proposals: The City reserves the right to reject any and all proposals and to waive any minor or technical discrepancies or irregularities. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

Agents: When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the City prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

Withdrawal of Proposals: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the City Engineer. The request shall be executed by the Bidder or their duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Bids are opened exactly at the time fixed in the public notice

for opening bids. A bid will not be received after that time, nor may any bid be withdrawn after that time. No Bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

Insurance: Without limiting Contractor's indemnification, Contractor shall maintain in force at all times during the performance of this agreement the insurance provisions set out in the Contract Agreement.

City Business License and Permits: The successful Bidder shall obtain a valid City of Lawndale Business License prior to commencing work under this Contract.
The successful Bidder will be required to obtain City Right of Way Permit to work in public right-of-way, issued at no fee for the project.

Increased or Decreased Quantities: The City reserves the right to increase, or decrease, or to entirely eliminate items or portions of items from work if found desirable or expedient.

Approximate Estimate: The quantities in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith. The Contractor shall verify in the field the accuracy of the estimated quantities.

Examination of Plans, Specifications, Contract, and Site of Work: The Bidder shall examine carefully the site of the work contemplated, the Plans and Specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, Plans, Specifications, and the Contract.

Where the City may have made investigations of subsurface conditions in areas where work is to be performed under the Contract, such investigations are made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the City as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the City Engineer.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different than these indicated, may not be encountered.

Bidders shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms.

Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the Architects or their assistants), shall not relieve the Bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the City.

If a prospective Bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, they may submit to the Engineer a written request for an interpretation or a correction thereof via email to Nick Petrevski at npetrevski@lawndale.ca.gov. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be uploaded to the City website at: https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for_proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.

Relief of Bidders: If the Bidder claims a mistake was made in their bid, the Bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

Disqualification of Bidders: More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced due to mathematical errors may be rejected.

Award of Contract: The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all of the requirements prescribed. Such award, if made, will normally be made within ninety (90) calendar days of the opening of the proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder.

Execution of Contract: The Contract shall be signed by the successful Bidder and returned, together with the Contract bonds, insurance endorsements and certificates, and all other required documents within ten (10) business days after the Bidder has received notice of intent to award.

Failure to Execute Contract: Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds as provided herein within ten (10) business days after such Bidder has received notice that the Contract has been awarded to them shall be just cause

for the forfeiture of the proposal guaranty. The successful Bidder may file with the City Engineer a written notice, signed by the Bidder, or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time herein above prescribed.

Return of Proposal Guaranties: Within ten (10) business days after the award of the Contract to the lowest responsible Bidder, the City will return the proposal guaranties, other than Bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guaranties will be held until the Contract has been finally executed, after which all proposal guaranties, except Bidder's bonds and any guaranties which have been forfeited, will be returned to the respective Bidders whose proposals they accompany.

Qualifications of Bidders: Each Bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth their experience shall be submitted by each Bidder on the References of Work form provided herein.

Each Bidder shall possess valid active Contractor's License issued by the Contractor's State License Board at the time their bid is submitted. The class of license shall be applicable to the work specified in the Contract. Each Bidder shall also have no less than five (5) years' experience in the magnitude and the character of the work bid.

Pursuant to section 1103 of the Public Contract Code, City staff has determined that the following non-exhaustive experience is reasonably necessary to satisfactorily perform the public works Contract:

The Contractor shall have a minimum of five (5) projects of similar type of construction and magnitude with other public agencies within the past five (5) years.

The Contractor shall have been in the business under the same name and California Contractor's License for a minimum of five (5) continuous years prior to the bid opening date for this project. The license used to satisfy this requirement shall be of the same type as that required by the Contract.

The Contractor shall perform above 50% of the Contract with its own forces.

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. They shall have had project experience similar to the project scope of work. When requested, they shall furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization, machinery, plant, and other equipment available for the contemplated work, and the financial condition and resources of the Bidder, as may be deemed necessary by the City Engineer in determining such competence and capability.

The City of Lawndale will not enter into a Contract with any Bidder who is not properly licensed to do the work of this Contract under the provisions of Section 7000 et seq., of the Business and Professions Code, unless particularly exempted by the terms thereof. A

bid by a Contractor who is not properly licensed shall be considered non-responsive and will be rejected. The Contractor must hold all sub-Contractors to these same Contract requirements.
The sheet for Bidder's signature in the Bid Proposal shall clearly show the Contractor's name, address, telephone number, State of California Contractor's license number, classification, and date of expiration.

Completeness of Bids: Bids are required for the entire work. The amount of the bid for comparison purposes will be the total bid price of all items. The Bidder shall set forth the bid price for each item in the respective spaces provided for these purposes.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

a) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
b) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The City may waive technical or non-substantive inconsistencies in any bid.

Non-discrimination: Pursuant to the provisions of 31 CFR, Part 51, Section 51.55, the Revenue Sharing Act, notice is hereby given of the following policy, effective immediately:
The City of Lawndale does not discriminate on the basis of handicapped status in admission or access to, or treatment of, or employment in, its programs and activities. The office that will coordinate compliance is that of Human Resources.

Workers' Compensation Insurance: Before execution of this Agreement by the City, the Contractor shall file with the City's Risk Manager the following signed certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work."

The Contractor shall also comply with Section 3700 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City's Risk Manager reflecting such insurance before this Agreement becomes effective. Contractor shall fully indemnify and hold harmless City, its attorneys, agents, officers, and employees for any claims in law or equity occasioned by the failure of Contractor to comply with the terms of this section. Every Workers' Compensation Insurance policy required hereunder, shall bear an endorsement, or shall have attached a rider, providing that in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City's Risk Manager shall be notified of such action by registered mail, postage prepaid, return receipt requested, at least 30 days before such expiration or cancellation becomes effective.

Indemnification: Bidders are instructed to refer to the Contract Agreement.

Subcontractors: Bidders must list the name, address of the place of business, Contractor license number, and DIR registration number for each subcontractor to be responsible for more than 1/2 of 1% of the total bid, and the portion of the job for which that subcontractor is responsible. Only one subcontractor may be listed for each portion of the job.

Unfair Business Practices 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 sub-Contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

Bidder Registration Requirement: Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted, nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. To this end, Bidder shall sign and submit with its bid proposal the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Subcontractors List form.

Claim Procedures: Bidders are instructed to refer to the Contract Documents, including by way of illustration and not by limitation the Contract Agreement.

Protest Procedures: Bidders may file a "protest" of a bid proposal with the City's City Manager. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after the bid opening date;
B. Clearly identify the specific irregularity or accusation;
C. Clearly identify the specific City staff determination or recommendation being protested;
D. Specify in detail the grounds for protest and the facts supporting the protest;
E. Include all relevant supporting documentation with the protest at time of filing; and
F. Be transmitted concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

If the protest does not comply with each of these requirements, the City may reject the protest with or without further review.

If the protest is timely and complies with the above requirements, the City Manager, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information, and will provide a written decision to the protestor.

The City Manager or designee shall have up to ten calendar days to decide whether to approve or reject the protest. The written decision of the City Manager or designee on the protest shall be served upon the protesting Bidder and any Bidder subject to the protest within fourteen (14) calendar days of receipt of the bid protest. The City Manager or designee may extend the ten (10) calendar days if necessary, to review additional information requested from any Bidder.

If the protester wishes to further contest the protest, it shall appeal this decision to the Acting Pursuant to Authority Delegated by the City Council by filing a statement of appeal with the City Clerk within five (5) days of the issuance of the City Manager's decision. Said statement of appeal shall include all information required of the original bid protest, as well as a short and plain statement setting forth why Protester disputes the City Manager's decision and the legal and factual basis for such dispute. Any person or entity may present a formal protest to the City with respect to solicitations being conducted by staff.

A Bidder whose bid has been protested by another Bidder may submit to the City Manager a written response to the protest by email or by personal delivery or overnight mail to City Hall, 14717 Burin Avenue, Lawndale, California 90260, so that it is received by the City no later than seven calendar days after the protest has been served by the protesting Bidder.

1. Definitions
    a. "Bidder" means any person or firm providing a timely, written response to the City solicitation.
    b. "Bid Protest" means any protest with regard to the response submitted by another Bidder.
    c. "Response" means the written response to the City solicitation provided by a person or firm.
    d. "Solicitation Protest" means a statement of protest, dispute, challenge, disagreement, disapproval or other objection regarding documents, determinations or actions taken or contemplated by the City with respect to a solicitation.
    e. "Solicitation" means the document by which the City identifies goods, equipment, services, or public construction projects for which it seeks a response.

2. Format – The protest must be in writing and include the following information at a minimum:
    a. The name, address, and phone number of the protester, or the authorized representative of the protester;
    b. The signature of the protester or authorized representative of the protester;
    c. The project number and title under which the protest is submitted;

d. A detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information the protest must contain documentation clearly showing the date on which the protester received the information; and
e. The form of relief requested.

3. State or Federal Funding
   If the subject matter of the solicitation or project is receiving any state or federal funds which requires a protest procedure different than the procedures stated above, then that protest procedure shall control.

   In the event there is any lawsuit filed against the City relating to any federally funded project, the City will provide prompt notice of that lawsuit to all agencies who participated in the funding of the project.

4. Mandatory Procedure
   This administrative procedure and the time limits set forth herein are mandatory. Failure to comply with these mandatory procedures shall constitute a waiver of any right to pursue the bid protest, including filing a Government Code claim or any legal proceedings or actions.

IV. BID DOCUMENTS

A.

PROPOSAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

CONTRACTOR: ONYX PAVING COMPANY, INC. Date: 2/23/2026

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2602-02

CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.

COREY R. KIRSCHNER - CEO
Contractor Signature

1000004798
PWCR Registration Number

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$3,700	$3,700
2	1	LS	Traffic Control	601-3.5.2 601-7	$7,300	$7,300
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$5,502	$5,502
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$11,000	$22,000
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$14	$98,042
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$128	$14,080
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$28	$12,376

(Total Bid in Figures) $163,000

(Total Bid in Words) One hundred sixty-three thousand dollars even.

Contractor Name: ONYX PAVING COMPANY, INC.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

BIDDER'S BOND - 10% Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: _____
COREY R. KIRSCHNER - CEO

PW Registration #: 1000004798

State License #: 630360

Contractor Company Name: ONYX PAVING COMPANY, INC.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Onyx Paving Company, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation a corporation organized and existing under the laws of the State of Missouri, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten Percent of the Total Amount Bid ---------- Dollars ($ ----- 10% -----) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 18th day of February, 2026.

Onyx Paving Company, Inc.
Principal
By: _____
Title: Corey R. Kirschner - CEO

Swiss Re Corporate Solutions America Insurance Corporation
Surety
By: _____
Zyanya Hernandez, Attorney-in-Fact
Title

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
CORPORATE SEAL
1973
MISSOURI

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On February 18, 2026 before me, Leslie Rocha, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Leslie Rocha
Signature of Notary Public

LESLIE ROCHA
Notary Public - California
Orange County
Commission # 2484949
My Comm. Expires Mar 19, 2028

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of Orange

On FEB 1 8 2026, before me, Albert Melendez, Notary Public,

personally appeared Zyanya Hernandez

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 State of California that the foregoing paragraph is true and correct.

ENC1 ALBERT MELENDEZ
COMM. # 2543633
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
My Comm. Expires January 23, 2030 ENC1

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE _____

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

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On_____,20 , before me,_____, 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 of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ
JOAQUIN PEREZ, JONATHAN BATIN, VANESSA RAMIREZ, ZYANYA HERNANDEZ and CHRISTINE STRADFORD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of February, 2026.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

D. BIDDER'S ASSURANCE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

FROM:

Name of Bidder: ONYX PAVING COMPANY, INC.

Business Address: 22707 LA PALMA AVE. YORBA LINDA, CA 92887

Telephone No: 714-632-6699

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps BN-2602-02,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: _____ TITLE: COREY R. KIRSCHNER - CEO

E. BIDDER'S DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

ONYX PAVING COMPANY, INC.	COREY R. KIRSCHNER - CEO
Contractor's Business Name	Contractor Signature Title
22707 LA PALMA AVE.	COREY R. KIRSCHNER - CEO
Business Address: Street	By Title
YORBA LINDA, CA 92887	630360; A, C12
City State Zip	Contractor's License No. and Classification
714-632-6699	2/23/2026
Business Phone Number	Date
COREY R. KIRSCHNER - CEO	22707 LA PALMA AVE.
Name Title	Residence: Street
YORBA LINDA, CA 92887	714-632-6699
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM ONYX PAVING COMPANY, INC.

TITLE OF PERSON SIGNING COREY R. KIRSCHNER - CEO

SIGNATURE _____

DATE 2/23/2026

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A

G. CERTIFICATION OF PRINCIPAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

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 undertake 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. (Section 1861, Labor Code.)

Signature: _____

Name: COREY R. KIRSCHNER

Title: CEO

Name of Company: ONYX PAVING COMPANY, INC.

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of FEBRUARY, at YORBA LINDA *(place of execution)*, California.

Signature: _____
Name: COREY R. KIRSCHNER
Title: CEO
Name of Company: ONYX PAVING COMPANY, INC.

I. NON-COLLUSION DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the CEO of ONYX PAVING COMPANY, INC., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/23/2026 [date], at YORBA LINDA [city], CALIFORNIA [state].

ONYX PAVING COMPANY, INC.
NAME OF BIDDER

COREY R. KIRSCHNER - CEO
SIGNATURE OF BIDDER

22707 LA PALMA AVE.
ADDRESS OF BIDDER

YORBA LINDA, CA 92887
CITY STATE ZIP

J. REFERENCES OF WORK

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629
Name and Address of Public Agency

SCOTT FISHER // 760-814-7226 // sfisher@danapoint.org
Name, Email, and Telephone Number of Project Manager

ANNUAL ROADWAY RESURFACING PROJECT FY 2022-2023

CITYWIDE STREET IMPROVEMENTS

Name and Description of Project

$3,065,000.00
Original Contract Amount

JUNE 2024
Original Date of Completion

$3,408,313.69
Final Contract Amount

JUNE 2024
Final Date of Completion

Number of Change Orders 3

2. CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752
Name and Address of Public Agency

CHUCK STAGNER // 714-925-4628 // cstagner@eastvaleca.gov
Name, Email, and Telephone Number of Project Manager

22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

CITYWIDE STREET IMPROVEMENT

Name and Description of Project

$5,858,000
Original Contract Amount

JAN 2024
Original Date of Completion

$5,998,000
Final Contract Amount

MARCH 2024
Final Date of Completion

Number of Change Orders 3

3. CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

Name and Address of Public Agency

ALI CAYIR // 714-883-8677 // ali.cayir@transtech.org

Name, Email, and Telephone Number of Project Manager

23/24 PAVEMENT REHABILITATION PROJECT

CITYWIDE STREET IMPROVEMENTS

Name and Description of Project

$3,609,000.00	JULY 2024
Original Contract Amount	Original Date of Completion
$4,392,226.45	DEC 2024
Final Contract Amount	Final Date of Completion

Number of Change Orders 10

4. CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

Name and Address of Public Agency

JAN BALANAY // 626-254-2726 // JBalanay@arcadiaca.gov

Name, Email, and Telephone Number of Project Manager

2021-2022 PAVEMENT REHABILITATION PROJECT

VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

Name and Description of Project

$1,727,000.00	FEB 2023
Original Contract Amount	Original Date of Completion
$1,899,698.72	MARCH 2023
Final Contract Amount	Final Date of Completion

Number of Change Orders 1

For additional References, please add separate sheets.

ONYX PAVING COMPANY, INC.

NAME OF BIDDER

DATE 2/23/2026

SIGNATURE OF BIDDER COREY R. KIRSCHNER - CEO

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: Superior Pavement Markings	Address: Cypress, CA
Description of Work: striping, markings, pavement markers - item #3	
CSLB Contractor License No. 1141897	DIR Registration No. 2000015240
Phone No. 714-995-9100	Dollar Amount of Work & % of Work $4,660 2.86%

Sub-Contractors Name: Case Land Surveying, Inc.	Address: Orange, CA
Description of Work: Survey - partial items #2-7	
CSLB Contractor License No. L5411 - surveyor	DIR Registration No. 1000001533
Phone No. 714-628-8948	Dollar Amount of Work & % of Work $3,500 2.15%

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: 5.01 % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

CSLB #1141887

CITY OF LAWNDALE REFERENCES

City of Lawndale
Michael Brust, (310) 973-3261, mbrust@lawndalecity.org
Project Name: City Wide Sign Replacement
Completed: 06/2023
Contract Amount: $961,869.40

City of Lawndale
Nabi Sidiqi, (310) 973-3261, nsidiqi@lawndalecity.org
Project Name: Annual Striping Project
Completed: 06/2024
Contract Amount: $38,396.00

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: Case Land Surveying, Inc.	Address: 614 N. Eckhoff St Orange, CA 92868
Description of Work: FY 22/23 Residential Street Rehab. Project Monument Preservation & Construction Staking	
CSLB Contractor License No. Surveyors License # LS5411	DIR Registration No. 1000001533
Phone No. 714.628.8948	Dollar Amount of Work & % of Work $41,350.00

Sub-Contractors Name: Case Land Surveying, Inc.	Address: 614 N. Eckhoff St Orange, CA 92868
Description of Work: Redondo Beach Blvd Street Improvement Project Monument Preservation & Construction Staking	
CSLB Contractor License No. Surveyors License # LS5411	DIR Registration No. 1000001533
Phone No. 714.628.8948	Dollar Amount of Work & % of Work $14,930.00

Sub-Contractors Name: Case Land Surveying, Inc.	Address: 614N Eckhoff St Orange, CA 92868
Description of Work: FY23/24 Street Rehab. & FY24/25 Sidewalk Replacement Project Construction Surveys Staking and Monument Preservation	
CSLB Contractor License No. Surveyors License # LS5411	DIR Registration No. 1000001533
Phone No. 714.628.8948	Dollar Amount of Work & % of Work $39,750.00

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: _____

Printed Name: COREY R. KIRSCHNER

Title: CEO

Firm Name: ONYX PAVING COMPANY, INC.

Date: 2/23/2026

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.[1]

Name of Bidder: ONYX PAVING COMPANY, INC.

DIR Registration Number: 1000004798

DIR Registration Expiration: 06/30/2028

Small Project Exemption:_____Yes or _✓_No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder ONYX PAVING COMPANY, INC.

Signature

Name and Title COREY R. KIRSCHNER - CEO

Dated 2/23/2026

[1] If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Department of Industrial Relations (DIR) Contractor Registration Number

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

Per this requirement, provide the following information:

ONYX PAVING COMPANY, INC.

Contractor Name

1000004798

Contractor DIR Registration Number

06/30/2028

Expiration Date of Registration Number

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

APPENDIX D – CDBG REQUIREMENTS AND FEDERAL WAGE DECISION

BN-2503-02

CDBG Project No. 602719-24

Various Locations ADA Sidewalks & Access Ramps

FEDERALLY ASSISTED PROJECT
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Exhibit 1 - Summary of Contract Provisions for Inclusion in the Notice Inviting Bids for a Federally Funded Project D-2

Exhibit 2 - Federal Labor Standards Provisions - HUD-4010 ..... D-3

Exhibit 3 - Federal Equal Employment Opportunity/Affirmative Action Provisions D-8

Exhibit 4 - Contracting with Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms D-18

Exhibit 5 - Compliance with Clean Air and Water Acts D-19

Exhibit 6 - Prime Contractor's List of Proposed Subcontractors D-20

Exhibit 7 - Prime Contractor File Checklist D-21

Exhibit 8 - Certification of Understanding and Payroll Authorization D-22

Exhibit 9 - Report of Additional Classification and Rate D-23

Exhibit 10 - Non-Segregated Facilities Certification D-24

Exhibit 11 - Past Performance Certification D-25

Exhibit 12 - Notice of Equal Employment Opportunity D-25

Exhibit 13 - Federal Lobbyist Certification D-27

Exhibit 14 - County Lobbyist Certification D-28

Exhibit 15 - Fringe Benefit Payment Certification D-29

Exhibit 16 - Statement of Compliance D-30

Exhibit 17 - Agency Report of Contract Award D-31

Exhibit 18 - Section 3 Clause and Program Forms D-32

Exhibit 19 - Worker's Compensation Certificate D-37

Exhibit 20 - Federal Clauses and Provisions D-38

Exhibit 21 - Federal Wage Decision D-47

EXHIBIT 1

SUMMARY OF CONTRACT PROVISIONS FOR INCLUSION IN THE NOTICE INVITING BIDS FOR A FEDERALLY FUNDED PROJECT

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced, A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This is project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available Online at http://www.dir.ca.gov/dlsr/.

Apprenticeship Program: Attention is directed to Sections 1777,5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 3 Statement: See Page D-32.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA - 24 CFR 85,36 and Non-Profit Organizations - 24 CFR 84.4), 0MB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

A. 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.

(1) 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 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 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 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 (WH1321)) 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) Additional Classifications.

(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;

(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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(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 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 **https://www.dol.gov/agencies/whd/forms** 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 U.S. 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 1235-0008.)

(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; and

(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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) 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) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☑bidder, ☐proposed sub-contractor, hereby certifies that he/she ☑has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☑has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2/24/2026 Project Number: 1796 Contract Award: $2,112,000

Awarding Agency: City of Ontario

Contractor Name: Onyx Paving Company Inc Total Number of Employees 185

Affiliate Company: N/A

By: _____

Title: COREY R. KIRSCHNER - CEO

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

Exhibit 5

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Onyx Paving Company Inc

Name of Contractor

22707 La Palma Ave, Yorba Linda CA 92887

Address

Signature and Title Corey R. Kirschner - CEO

2/24/2026

Date

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary

Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amo9unt or percentage of bid

Project Name: VARIOUS LOCATIONS ADA SIDEWALKS & ACCESS RAMPS

Awarding Agency: CITY OF LAWNDALE

Location: LAWNDALE, CA

Project Number: BN- 2602-02 - CDBG Project No. 602719-24

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Superior Pavement Markings, Cypress, CA 714-995-9100	TBD	1141887	$4,660	TBD	TBD	Laborers
Case Land Surveying Inc. Orange, CA 714-628-8946	TBD	15411	$3,500	TBD	TBD	Surveyors

Signature: [signature]

Name and Title: COREY R. KIRSCHNER - CEO

Date: 2/24/2026

Company Name: ONYX PAVING COMPANY, INC.

EXHIBIT 6

EXHIBIT 7
Prime Contractor File Checklist

Local Contracting Agency (LCA): City of Lawndale Prime Contractor Name: Onyx Paving Company Inc

Project Name: Various Locations ADA Sidewalks and Access Ramps Project Number: 602719-24

Print Name of *Labor Standards Officer* (LSO)	*LSO Signature*	DATE

CONTRACT ACTIVITY	YES	NO	COMMENTS
PRE-BID REQUIREMENTS – Bid Documents must be reviewed and accepted by Grants Management Unit (GMU) *prior to advertising the project and soliciting bids*:			
Submit the project Bid Documents to GMU for review *using the Standard-format Request & Checklist*			Date submitted:
Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements			Date received:
Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at www.wdol.gov			Date verified:
Document any reason(s) for not providing a *Wage Modification* issued within 10-days of bid opening			◂ *Attach a copy of the Memo-to-File*
Hold a *Section 3* pre-bid meeting to explain the bid preference & hiring requirements			Pre-Bid Date:
Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results)			Bid Opening Date:
Complete the *Section 3 Bid Evaluation Memorandum* (if applicable) and forward a copy to GMU			Date submitted:
CONTRACT AWARD – Verify the contractor's eligibility *prior to awarding a construction contract* and:			
Check CSLB (*http://www.cslb.ca.gov*) to ensure contractor has a current license & Worker's Comp insurance			Date:
Check CA Department of Industrial Relations (DIR) at *https://efiling.dir.ca.gov/PWCR/Search*			Date:
Check CA Department of Industrial Relations (DIR) at http://www.dir.ca.gov/dlse/debar			Date:
Check the *System for Award Management (SAM)* at *https://www.sam.gov* for Contractor Eligibility			Date:
Date the LCA & Contractor ☐ signed a contract or ☐ council approved the award *(Contract Award date)*			Contract Award Date:
Send a *Notice of Contract Award* letter to DOL/OFCCP *(Contracts $10,000 or more)*			Contract Amount:
Send a copy of the completed *Agency Report of Contract Award form* (ARCA) to GMU			Date sent:
Send a copy of the Prime Contractor's *List of Subcontractors* to GMU			Number of subcontracts:
PRE-CONSTRUCTION CONFERENCE – The LCA's *Labor Standards Officer* must be prepared to present the Labor Standards & *Section 3* requirements:			
LCA notified GMU no less than 10-workdays in advance that a pre-construction conference was scheduled			Notification sent on:
An *Additional Work Classification Request form* received for classifications not listed on *Wage Decision*			Classification:
LCA sent a *Notice to Proceed* to the prime contractor			Start Date:
LCA is reminded to send a copy of all Change Orders to GMU			
Contracts in the amount of ***$10,000*** to $100,000.00 – Ensure that the contractor submits the following MINIMUM documentation:			☐**N/A**
Non-Segregated Facilities Certification form			
Past Performance Certification form			
Notice of Equal Employment Commitment form			
Non-Collusive Declaration form			
County Lobbyist Certification form			
Contracts in the amount of ***$100,000*** or more – Ensure that the contractor submits the following MINIMUM documentation:			☐**N/A**
Federal Lobbyist Certification form			
Section 3 Business Certification form & Resident Certification form for each employee			*Total Employees:* ____ *Low-Income:* ____
Section 3 Commitment form			
Section 3 Economic Opportunity Plan			*Proposed Low-Income New Hires:* ____
Section 3 Economic Opportunity Report (Submit with the final payroll report)			*Total New Hires:* ____ *Low-Income:* ____

Contracts in the amount of ***$250,000*** or more

COMMENTS
☐ N/A

Ensure that the contractor submits the following MINIMUM documentation:

Certification of Intent to Comply with Build America Buy America Act (BABAA) domestic preference requirements.			Date Submitted to HUD: _____
Certification of Intent to Request a BABAA General Applicability or Project-Specific Waiver			Date Submitted to HUD: _____

CONTRACT ACTIVITY

	YES	NO	COMMENTS

POSTING REQUIREMENTS – Verify that the Posting Requirements were met at the job site and document the project file for the following:

Federal Wage Decision is posted at the site, accessible to all employees during working hours			CA: _____ Mod: ____ Date: _____
Notice to Employees – Davis-Bacon Poster includes the LCA contact person's name & project number			*Contact Person's Name:* _____
The Law – EEO Poster			
Notice of Equal Employment Opportunity Commitment			
Notice of *Section 3* Commitment			☐ N/A
Documented in file (include the *Project Number*) via: ☐ Photographs ☐ Memo-to-File ☐ Interview form			

EMPLOYEE INTERVIEWS – Conduct *Employee Interviews* using the HUD-11 form and reconciling the information on the form with the corresponding CPR and supporting documentation:

Interview forms were reconciled with corresponding CPR to verify the information provided			*Number of Interviews:* _____
Interview forms are complete & attached to corresponding CPR			*Number of Workers:* _____
A minimum of 10% of the workforce was interviewed			*Percentage Accomplished:* _____

CERTIFIED PAYROLL REPORTS (CPR) – Review and verify that each report met the following minimum requirements:

Certificate of Understanding & Authorization form was provided to support non-owner signatures			☐ N/A
Payroll Reports submitted are in the form and format authorized by HUD			*DATE of the FIRST workday:* _____
CPR was numbered Sequential & the last report is annotated "Final"			*DATE of the LAST workday:* _____
CPR includes the Name, Address and EIN of Contractor			
Also include the Name, Address & SSN (or employer-generated ID) of each worker			☐ *Confidential List of employees* is in the file
Work Classifications reported on all CPR correspond with the assigned Federal Wage Decision			
The hourly rate of pay reported on CPR is no less than the prevailing hourly wage rate on the wage decision			
Fringe Benefit Statement reports hourly benefits are paid into ☐ an approved plan or ☐ in cash to the worker			
ALL "Other" deductions are documented and acknowledged or authorized by the worker(s)			
An apprentice status letter from the Federal Office of Apprentice is attached to the CPR for each apprentice			
The Ratio of Apprentice to Journeymen meets ☐ HUD and/or ☐ Local Union standards			

STATEMENT OF COMPLIANCE – Ensure that each payroll report has a *Statement of Compliance* attached and has an original authorized signature:

Was provided in a form & format authorized by HUD and are attached to the corresponding CPR			
Was submitted with an Original *(Authorized)* Signature on each statement			

UNDERPAYMENTS – Enforce the *Labor Standards Provisions* and take the following MINIMUM action steps in an effort to resolve the underpayments: **☐N/A**

Completed a violation report, documented how the underpayments were discovered, and sent a copy to GMU			Sent on: _____
Provided GMU with a copy of the worksheet that identifies the workers that were underpaid			Number of Workers: _____
Calculated underpayment amount and documented findings on the spreadsheet			Underpayment Amount: _____
Notified the contractor *(in writing)* of the nature of the underpayment & required corrective action to take			Date Notified: _____
Informed the Contractor of his/her Right of Appeal in accordance with the LCA policies			Date Informed: _____
Reported to GMU that the contractor was able to make full restitution payments to all workers			Date Reported: _____
Advised GMU that the contractor was unable to make restitution payments to _____ workers			Outstanding Amount: _____
Letters were sent *(Regular & Certified Mail)* to each of the unfound/underpaid workers			Date: _____
An escrow account was established on _____(date)			Escrow Amount: _____
Submit a 5.7 Enforcement Report *(Unfound workers and/or underpayments of $1,000 or more)* to GMU			Date submitted: _____

POST-CONSTRUCTION REQUIREMENTS – *Request Contract & Labor Compliance File Review* by GMU within 10 workdays of the end of construction:

Has a Notice of Completion been filed for this project?			Date Filed: _____
Was a completion letter sent to the prime contractor to document performance/compliance?			Sent on: _____
Has the LCA provided GMU with copies of all Change Orders? If not send copies with this request			Number of Change Orders: _____
Has the LCA provided GMU with 'after' photographs of the project area? If not, submit with request			Sent on: _____
Submit a standard-format *Request for CDBG Contract & Labor Compliance File Review* of the project files			Date Requested: _____

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

Various Locations ADA Sidewalks and Access Ramps # 602719-24
Project Name/Number

City of Lawndale
Awarding Agency

Onyx Paving Company Inc
Company Name

22707 La Palma Ave, Yorba Linda, CA 92887
Company Address

630360
License Number

33-0394344
Employer Identification Number

611247909
DUNS Number

This is to certify that the principal{s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

David Wiltfong
Name

Labor Compliance Specialist
Title

Signature

2/24/2026
Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

COREY R. KIRSCHNER
Name

CEO
Title

Signature

2/24/2026
Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011 (Exp. 06/30/2008)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
Onyx Paving Company Inc 22707 La Palma Ave, Yorba Linda, CA 92887	Various Locations ADA Sidewalks and Access Ramps # 602719-24
	3. LOCATION OF PROJECT (City, County and State) Lawndale, Los Angeles, CA
4. BRIEF DESCRIPTION OF PROJECT SIDEWALK AND ACCESS RAMPS REPAIRS	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☒ Highway
6. WAGE DECISION NO. (include modification number, if any) CA20260022 MOD 0 ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE 01/02/2026

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (If any)
LABORER Group 1	$46.48	$28.81
LABORER Group 4	$49.13	$28.81
Operator Eng Grp 6	$66.18	$35.15
Operator Eng Grp 8	$66.29	$35.15
Cement Mason	$47.70	$28.02

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
Onyx Paving Company Inc 22707 La Palma Ave, Yorba Linda, CA 92887	

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☒ The proposed classification is utilized in the area by the construction industry.
- ☒ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☒ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☒ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

_____ **Agency Representative** *(Typed name and signature)*	_____ *Date* _____ *Phone Number*
	FOR HUD USE ONLY LR2000: Log in: Log out:

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas1 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 2/24/2026 Project Number: 602719-24

Company: Onyx Paving Company Inc

Address: 22707 La Palma Ave, Yorba Linda, CA 92887

By: _____

Title: COREY R. KIRSCHNER - CEO

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2/24/2026 Project Number: 1796 Contract Award $ 2,112,000

Awarding Agency: City of Ontario

Contractor Name: Onyx Paving Company Inc

Affiliate Company: N/A

By: _____ Title: COREY R. KIRSCHNER - CEO

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 02/25/2026 Project Number: 602719-24 Contract Award $ 4,660.00

Awarding Agency: City of Lawndale

Contractor Name: Superior Pavement Markings, LLC

Affiliate Company: N/A

By: _____ Title: Darren Veltz, President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2/25/26 Project Number: 602719-24 Contract Award $ _____

Awarding Agency: _____

Contractor Name: Case Land Surveying, Inc.

Affiliate Company: _____

By: _____ Title: Larry V. Case

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: Laborers Southern California Joint Apprenticeship Committee
(Name of Labor Union, Workers Representative, etc.)

1385 West Sierra Madre Ave, Azusa, CA 91702
(Address)

Name of Business (Contractor): Onyx Paving Company Inc

Project Name: Various Locations ADA Sidewalks & Access Ramps Project Number: 602719-24

The Undersigned currently holds a contract with City of Lawndale involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

COREY R. KIRSCHNER
(Print Name)

By: _____
(Signature)

2/24/2026
(Date)

CEO
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: Onyx Paving Company Inc

Address: 22707 La Palma Ave, Yorba Linda

State: CA Zip Code: 92887 Telephone Number: ( ) 714-632-6699

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: 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 the 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 $101000 and not more than $100,000 for each such failure.

Authorized Official:

COREY R. KIRSCHNER
(Print Name)

By: _____
(Signature)

2/24/2026
(Date)

CEO
(Title)

EXHIBIT 14
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: Onyx Paving Company Inc

Address: 22707 La Palma Ave, Yorba Linda

State: CA Zip Code: 92887 Telephone Number: ( ) 714-632-6699

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

ONYX PAVING COMPANY, INC. By: _____
(Contractor/Subcontractor) (Signature)

2/24/2026 COREY R. KIRSCHNER - CEO
(Date) (Title)

EXHIBIT 15

Fringe Benefit Payment Certification

Various Locations ADA Sidewalks & Access Ramps
PROJECT NAME

City of Lawndale
AWARDING AGENCY / CONTRACTOR

Various Locations, Lawndale, CA 90620
PROJECT LOCATION

Onyx Paving Company Inc
COMPANY NAME

22707 La Palma Ave, Yorba Linda, CA 92887
COMPANY ADDRESS

630360
LICENSE NUMBER

33-0394344
EMPLOYER IDENTIFICATION NUMBER

611247909
DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
Operating Engineer Group 1-25	Health & Welfare	$ 14.20	Operating Engineers Funds, Inc. P.O. Box 7064 Pasadena, CA 91109-7064
	Pension	$ 15.65	
	Vacation	$ 3.95	
	Apprenticeship/Training	$ 1.10	
	Other (explain) Admin	$ 0.45	
	TOTAL HOURLY FRINGE	$	
Laborer Group 1-6	Health & Welfare	$ 9.55	Construction Laborers Trust Funds 1055 Park View Drive, Suite 111 Covina, CA 91724
	Pension	$ 12.57	
	Vacation	$ 5.02	
	Apprenticeship/training	$ 0.80	
	Other (explain) Admin	$ 0.67	
	TOTAL HOURLY FRINGE	$	
Cement Mason Curb and Gutter	Health & Welfare	$ 9.08	Cement Masons Trust Fund 5417 Peck Rd, Arcadia, CA 91006
	Pension	$ 12.35	
	Vacation	$ 7.52	
	Apprenticeship/Training	$ 0.64	
	Other (explain) Admin	$ 0.24	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☒ I make payments to approved fringe benefit plans, funds, or programs as listed above.

-OR-

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

David Wilfong
AUTHORIZED OFFICIAL NAME

Labor Compliance Specialist
AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

2/24/26
DATE

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Onyx Paving Company Inc	22707 La Palma Ave, Yorba Linda, CA 92887
Name of Contractor/Subcontractor	Address
COREY R. KIRSCHNER	CEO
Print Name	Title
	2/24/2026
Signature	Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: ONYX PAVING COMPANY INC

Address: 22707 La Palma Ave

City/State/Zip Code: Yorba Linda, CA 92887

Telephone Number: 714-632-6699 **Email Address:** davidw@onyxpaving.com

This business is a Section 3 business concern based on one of the following categories, as documented:

☐ **A. Business is 51% or more owned by low- or very low-income persons,**

(Attach a Section 3 Worker Certification(s) for each owner to this certification.)

☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
- Indicate total number of labor hours performed by all workers: _____ Hours
- Calculate the percentage of labor hours by Section 3 workers: _____ %

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

or

☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.**

(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Signature	COREY R. KIRSCHNER - CEO Title	2/24/2026 Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

☐ **51% owned by low- or very low-income persons,**

☐ **75% of labor hours performed by Section 3 workers, or**

☐ **51% currently owned and controlled by public housing or Section 8-assisted housing residents.**

Approved by: (Print Name)_____ **Signature:**_____ **Date:**_____

QUALITATIVE EFFORTS FOR CONTRACTORS

☐ **Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.**

Date of Outreach Effort	Address of Outreach Effort

☐ **Provided training or apprenticeship opportunities.**

Date of Training	Address of Training

☐ **Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).**

Date of Technical Assistance	Address of Technical Assistance

☐ **Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.**

Date of Workers Assistance	Address of Workers Assistance

☐ **Held one or more job fairs.**

Date of Job Fair	Address of Job Fair

☐ **Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).**

☐

Date of Referral	Type of Service Provided or Referred

☐ **Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

Date of Assistance	Type of Educational Assistance Provided

☐ **Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

Date of Assistance	Type of Training/Coaching Provided

☑ **Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

Date of Outreach	Description of Outreach
PLEASE SEE ATTACHED REFERENCES.	

☐ **Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

Date of Technical Assistance	Name of Business Concern

☐ **Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

Name of Business Concern

☐ **Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

Name of Business Concern	Description of Assistance

☐ **Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.**

Date of Activity	Name of Business Registry

☐ **Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.**

Date of Activity	Description of Activity

☐ **Other:** _____

Date of Activity	Description of Activity

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self- insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance 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.

ONYX PAVING COMPANY, INC.

CONTRACTOR

By: _____

AUTHORIZED REPRESENTATIVE

COREY R. KIRSCHNER - CEO

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

REFERENCES

PROJECT NAME: ANNUAL ROADWAY RESURFACING PROJECT FY 2022-2023

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - JUNE 2024

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: $3,065,000.00

FINAL CONTRACT AMOUNT: $3,408,313.69

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED REBAR TO ALL CONCRETE SPANDRELS AND CROSS GUTTERS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: $5,858,000

FINAL CONTRACT AMOUNT: $5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: $1,727,000.00

FINAL CONTRACT AMOUNT: $1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23/24 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: APR 2024 - DEC 2024

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: $3,609,000.00

FINAL CONTRACT AMOUNT: $4,392,226.45

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: $1,400,000

FINAL CONTRACT AMOUNT: $1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUATITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: $2,020,000

FINAL CONTRACT AMOUNT: $2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNDALE - 14717 BURIN AVE, LAWNDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: $486,486

FINAL CONTRACT AMOUNT: $601,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 5 & 7

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2024 - MAR 2025

AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: $7,337,000.00

FINAL CONTRACT AMOUNT: $8,897,979.99

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED CONCRETE WORK AND SLURRY SEAL LOCATIONS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: IRVINE CENTER DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2024 - MAY 2025

AGENCY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: $7,595,000.00

FINAL CONTRACT AMOUNT: $7,637,050.65

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: BID 7994 - 2022/2023 ARTERIAL AND MINOR STREETS MAINTENANCE, PHASE 2

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - FEB 2025

AGENCY: CITY OF RIVERSIDE

CONTACT PERSON: STEVE HOWARD 951-712-3904

ORIGINAL CONTRACT AMOUNT: $4,946,000.00

FINAL CONTRACT AMOUNT: $4,866,359.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 23-24 LOCAL OVERLAY PAVEMENT REHABILITATIONS PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - OCT 2024

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCH CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: $2,594,000.00

FINAL CONTRACT AMOUNT: $2,646,054.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADD ADDITIONAL CONCRETE AND OVERLAY STREETS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



REFERENCES

GENERAL CONTRACTORS:	LOCATION:	AMOUNT:
American Asphalt South, Inc.	Eastvale	$365,000
2990 Myers St.	Ventura	$37,000
Riverside, CA 92503	Ontario	$595,000
Ph: 909-427-8276	Palos Verdes Estates	$174,000
Contact: Tim Griffin	Santa Clarita	$484,000
Roy Allan Slurry Seal	La Mirada	$222,000
12643 Emmens Way	Victorville	$77,000
Santa Fe Springs, CA 90670	La Palma	$107,000
Ph: 562-864-3363	San Clemente	$432,000
Contact: Lawrence Allan	Buena Park	$88,550
KASA Construction	Westminster	$602,800
15148 Sierra Bonita Ln	El Monte	$233,000
Chino, CA 91710		
Ph: 909-457-8260		
Contact: Sam Kasbar		
Alabbasi Construction &	Menifee	$51,000
Engineering	Coachella	$45,000
764 W. Ramona Expressway, Suite C	Perris	$68,900
Perris, CA 92571		
Ph: 951-776-9300		
Contact: Han Sohn		

Pavement Coatings Company	Los Angeles County	$177,235
10240 San Sevaine Way	Manhattan Beach	$115,000
Jurupa Valley, CA 91752	Upland	$48,000
Ph: 951-934-4763		

Byrom Davey	East Los Angeles	$344,000
1232 Monte Vista Ave, Suite 5	Los Angeles	$333,000
Upland, Ca 91786	Anaheim	$30,000
Ph: 858-513-7199		
Contact: Julio Diaz		

ASPHALT RUBBER HOT MIX REFERENCES:

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	**Katella Ave. St. Improv** **Various Projects**	Los Alamitos	$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	**Lido House Hotel**	Newport Beach	$193,105.00

*IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT **BIDS@ONYXPAVING.COM***

ONYX PAVING

CREDIT REFERENCES

ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

PHONE: 714-632-6699 | DATE ESTABLISHED: 01/04/1990 | CORP TAX ID: #33-0394344
FAX: 714-632-1883 | TYPE OF WORK: ASPHALT PAVING | CONTRACTORS LIC. # 630630-A

CFO: RICHARD DEVOS — 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

BANK: BMO BANK N.A. — 320 S. CANAL ST. CHICAGO, IL 60606
CHRISTINA LEON 949-404-0019

INSURANCE AGENT: WOOD GUTMANN & BOGART — 15901 REDHILL AVE., STE 100, TUSTIN, CA 92780
MICHAEL TRAN 714-824-8384

SURETY AGENT: PERFORMANCE BONDING SURETY & INSURANCE BROKERAGE
15901 RED HLL AVE., SUITE 100, TUSTIN, CA 92780
ERIK JOHANSSON 714-505-7011

CREDIT REFERENCES:

MATICH CORPORATION	P.O. BOX 10, HIGHLAND, CA 92346 TWILEY@MATICHCORP.COM	TERI WILEY 909-382-7400
KELTERITE CORPORATION	12231 PANGBORN AVE., DOWNEY CA 90241 RECEIVABLES@KELTERITE.COM	MIRIAM AVILA-RAMOS 562-401-0011
HOLLIDAY ROCK CO., INC.	1401 N. BENSON AVE., UPLAND, CA 91786 ALUSSIER@HOLLIDAYROCK.COM	AMBER LUSSIER 909-982-1553 EXT: 1001

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	CASEY JONES 909-947-9467
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103	STEVE DAVEY 858-513-7199
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	MARK BUNDY 949-748-1500
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	JUSTIN SINNOTT 760-769-7700

RESUME

Corey Kirschner - CEO

Corey Kirschner is a seasoned leader with over 25 years of experience fueling growth in the construction industry, particularly in asphalt paving for city municipalities. Known for sharp organizational skills and a proactive approach, Corey has been instrumental in strengthening Onyx Paving's position among the top-tier General Contractors in Southern California. Since taking ownership of Onyx Paving in 2018, a company with a distinguished 30-year legacy, Corey has driven the company to surpass $120 million in annual revenue. With an eye for forecasting, budgeting, and crafting innovative solutions, Corey consistently navigates market challenges to deliver exceptional results, earning widespread respect and trust in the industry.

Jay Kirschner – Vice President

Jay Kirschner is Vice President at Onyx Paving since 2018. Jay takes pride in building strong, collaborative relationships with city agencies, fosters trust and open communication, ensuring projects align with municipal goals and community needs. By overseeing project managers and cultivating lasting partnerships, Jay drives seamless project delivery and upholds Onyx Paving's reputation as a trusted leader in Southern California's asphalt paving industry.

Justin Kirschner – Director of Operations

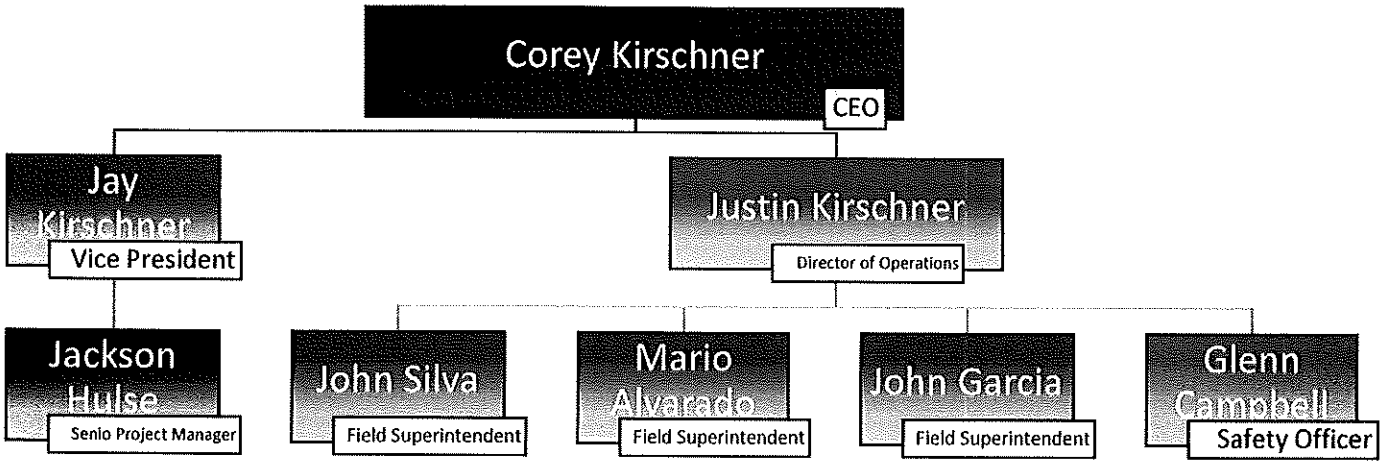
Justin Kirschner came on board with Onyx Paving in 2018. He has become a key leader managing daily operations across Southern California. He directly oversees over 20 foremen who lead a team of 150+ field employees, while keeping projects on track. Justin handles the job schedule and oversees a large fleet of equipment, working closely with the shop manager and mechanics to ensure the equipment is well-maintained and safe. Known for keeping teams efficient and meeting deadlines, Justin is quick to adapt, find solutions, and shift resources when needed. His practical approach and problem-solving skills strengthen Onyx Paving's reputation for dependable, high-quality results.

Glenn Campbell – Safety Manager

Glenn Campbell serves as Onyx Paving's dedicated Safety Manager, focusing entirely on ensuring compliance, workplace safety, and thorough employee onboarding with comprehensive training. With over 20 years of experience consulting for major highway and bridge contractors, Glenn chose to bring his expertise to Onyx Paving and make it his professional home. His approach to safety mirrors his role as head running back coach for Mater Dei football, where he fosters a team-oriented culture built on trust and care. Glenn instills a mindset where the field is his team, and he prioritizes the well-being of every employee thus cultivating a strong safety-first environment at Onyx Paving.

General Superintendents

John Garcia, Mario Alvarado and John Silva have over 60 years of combined experience and form the backbone of Onyx Paving's field operations. They are responsible for overseeing on-site laborers, cement masons, and operating engineers, ensuring projects are completed safely, on time, and in alignment with both city requirements and internal operational goals. Their deep expertise and hands-on leadership drive the successful execution of asphalt paving and concrete improvement projects across Southern California, maintaining Onyx Paving's commitment to quality and reliability in every job.



BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and our Field Superintendent oversee 100% of all current project in attached backlog.

Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Field Superintendents

- Lead and manage on-site laborers and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

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:

ONYX PAVING COMPANY INC

License Number 630360

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

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Mario Richardson, Board Chair

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

David R. Fogt, Registrar of Contractors

AUDIT NO: 605533

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **630360** Entity CORP

Business Name ONYX PAVING COMPANY INC

Classification(s) A C12

Expiration Date 10/31/2027 www.cslb.ca.gov

CA

DIR State of California Department of Industrial Relations EST. 1927

Public Works Support

DW

eCPR Search

DW David Wiltfong

Logout

Contractor Registration Search

Project Registration Search

Services

Your information

Search

1000004798 - ONYX PAVING COMPANY, INC.

Customer Account Lookup

PWCR

1000004798

Contractor Status

DIR Approved

CSLB

630360

Business Phone

7146326699

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ONYX PAVING COMPANY, INC.

Doing Business As (DBA)

ONYX PAVING COMPANY, INC.

Business Structure

-- None --

President

COREY KIRSCHNER

Email

davidw@onyxpaving.com

Registration End Date

2028-06-30

Crafts

Operating Engineer | Laborer and Related Classifications | Cement Mason

Address

Mailing Address

2890 E. LA CRESTA AVENUE

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (10)

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)

June 3rd, 2025

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]

ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X

Corey Kirschner
Chief Executive Officer

X

Anthony Steen
President

X

Richard DeVos
Chief Financial Officer

X

Jay Kirschner
Vice President, Secretary, Treasurer

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Onyx Paving Company Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

22707 La Palma Ave

6 City, state, and ZIP code

Yorba Linda, CA 92887

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	3	–	0	3	9	4	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person David Wiltfong Date 4/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Baldwin Group West, LLC
15901 Red Hill Ave, Ste 100
Tustin CA 92780

License#: 0F69771

CONTACT NAME: Michael Tran
PHONE (A/C, No, Ext): (714) 505-7000 **FAX (A/C, No):** (714) 573-1770
E-MAIL ADDRESS: michael.tran@wgbib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Comp	40142
INSURER B : Evanston Insurance Company	35378
INSURER C : Great American Insurance Compa	16691
INSURER D : Scottsdale Insurance Company	41297
INSURER E :	
INSURER F :	

INSURED
Onyx Paving Company, Inc.
22707 La Palma Ave.
Yorba Linda CA 92887

ONYXPAV-01

COVERAGES **CERTIFICATE NUMBER:** 195164515 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			BCS2003096	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP106300607	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR			TUE490440203	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC106300507	10/1/2025	10/1/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractors Pollution Liability			MKLV5ENV105319	10/1/2025	10/1/2026	Aggregate Occurence Deductible	$10,000,000 $5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Policy #TUE490440203 is Excess over the General Liability, Auto Liability, and Workers Compensation

Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 12 19 and CG 20 37 12 19
GL Additional Insured State-Permits Form #CG 20 12 12 19
GL Primary and Non-Contributory Form #CG 20 01 12 19
See Attached...

CERTIFICATE HOLDER

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

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

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BA20250508272

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250508272

Date Filed: 3/11/2025

B3511-3304 03/11/2025 9:31 AM Received by California Secretary of State

Entity Details

Corporation Name	ONYX PAVING COMPANY, INC.
Entity No.	1659076
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	2890 E LA CRESTA AVE ANAHEIM, CA 92806

Mailing Address of Corporation

Mailing Address	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
Attention	Joan Ward

Street Address of California Office of Corporation

Street Address of California Office	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Officers

Officer Name	Officer Address	Position(s)
Corey Kirschner	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Chief Executive Officer
Richard DeVos	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Chief Financial Officer
Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Treasurer	
■ Anthony Steen	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Other	President

Directors

Director Name	Director Address
Anthony Steen	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
Corey Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	COREY KIRSCHNER
Agent Address	2890 E. LA CRESTA AVE ANAHEIM, CA 92806

Type of Business	
Type of Business	ASPHALT PAVING AND CONCRETE SERVICES
Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Joan Ward	*03/11/2025*
Signature	Date

B3511-3305 03/11/2025 9:31 AM Received by California Secretary of State

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ONYX PAVING COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000

Ad Proofs

Project Name: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Contract/Bid #: BN-2602-02 PROJECT NO. 602719-24

Awarding Agency: CITY OF LAWNDALE

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)
Published On: 02/24/2026 @ 11:11:06 AM Pacific
Expired On: 02/25/2026 @ 11:59:59 PM Pacific
Message Notifications Sent To: BIDS@ONYXPAVING.COM
Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=66972

ONYX PAVING COMPANY INC.

is seeking qualified Section 3s

Project Name
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Bid/Contract #
BN-2602-02 PROJECT NO. 602719-24

Awarding Agency
CITY OF LAWNDALE

Project Location
LAWNDALE, LOS ANGELES County, CA

Bid Date
02/25/2026 at 14:00

Project Details
TRUCKING
HAULING
STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

Get in Touch

Outreach Coordinator
COREY R. KIRSCHNER

Project Estimator
COREY R. KIRSCHNER

Telephone
(714) 632-6699

Fax
(000) 000-0000

Address
22707 La Palma Ave.
YORBA LINDA , CA 92887

Send Message »

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit SBE, LSB Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

Alameda County Alameda CTC LBE/SLBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-supported **Southwest Region SBTRC** helps DBEs with **Procurement, Capital Access, and Surety Bond Assistance** - and much more - at no cost.

Learn more »

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)
Published On: 02/24/2026 @ 11:11:06 AM Pacific
Expired On: 02/25/2026 @ 11:59:59 PM Pacific
Published At:
http://dbejournal.com/index.php?show_ad=66972&ad_project_name=COMMUNITY+DEVELOPMENT+BLOCK+GRANT+%28CDBG%29&co_name=ONYX+PAVING+COMPANY+INC.

ONYX PAVING COMPANY INC.

is seeking qualified Section 3s

Outreach Coordinator

COREY R. KIRSCHNER

Estimator

COREY R. KIRSCHNER

Contact Information

22707 La Palma Ave.
YORBA LINDA , CA 92887

Telephone

(714) 632-6699

Fax

(000) 000-0000

Project Name

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Bid/Contract #

BN-2602-02 PROJECT NO. 602719-24

Awarding Agency

CITY OF LAWNDALE

Project Location

LAWNDALE, LOS ANGELES County, CA

Bid Date

02/25/2026 at 14:00

Project Details

TRUCKING
HAULING
STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 02/24/2026 @ 11:14:02 AM Pacific
Published At: https://www.linkedin.com/feed/update/urn:li:share:7432140769957687296/

ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000

Outreach Invitation Proofs

Project Name: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Contract/Bid #: BN-2602-02 PROJECT NO. 602719-24

Awarding Agency: CITY OF LAWNDALE

Log details

• This document contains a single copy of the bid invitation emailed to each company with an email address listed on their certification. The same email was sent to all companies, which is why we have provided the single email proof.

• This document contains a copy of each fax notice sent to solicited companies with a fax number listed on their certification.

Email Proof

Subject Line: [Bid Invite] COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Reply To Email: BIDS@ONYXPAVING.COM

ONYX PAVING COMPANY INC. is seeking qualified Section 3s and invites you to bid on the following contract.

Reply

PROJECT NAME: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID #: BN-2602-02 PROJECT NO. 602719-24
BID DUE DATE: 02/25/2026 at 14:00 (local time)
AWARDING AGENCY/OWNER: CITY OF LAWNDALE
PROJECT LOCATION: LAWNDALE, LOS ANGELES, CA

TRUCKING
HAULING
STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

If interested, contact:
COREY R. KIRSCHNER
ONYX PAVING COMPANY INC.
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM

This email was sent via the DBEGoodFaith.com outreach platform. To learn more about why you received this bid invitation email, visit DBEGoodFaith.com/why.

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: A/Z FREEWAY LOGISTICS INC.
Tel: (206) 393-2059
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600104-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:02 am Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Always Ready Transport LLC
Tel: (424) 558-6717
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600114-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Amill Trucking LLC
Tel: (310) 919-8297
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600116-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Century Paving Incorporated
Tel: (714) 522-2910
Fax: (714) 522-2917

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600352-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:03 am Pacific through the DBEGoodFaith.com outreach platform.

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Collins Trucking
Tel: (323) 327-6060
Fax: (323) 756-2667

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600146-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:02 am Pacific through the DBEGoodFaith.com outreach platform.

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: D & W Trucking Inc.
Tel: (800) 440-5219
Fax: (323) 295-9815

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600153-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:02 am Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Ellis Equipment, Inc.
Tel: (562) 424-9991
Fax: (562) 424-9870

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600171-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:02 am Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Grant Logistics, LLC
Tel: (323) 841-8462
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600199-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:02 am Pacific through the DBEGoodFaith.com outreach platform.

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: HOTSHOT TRUCKING
Tel: (323) 215-5419
Fax: (323) 235-3387

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600206-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: IRBF Trucking LLC
Tel: (310) 686-5876
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600214-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Jimenez Paving
Tel: (323) 802-5305
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600357-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: KeKe B. Enterprise, Inc
Tel: (310) 343-8682
Fax: (310) 343-8682

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600239-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Mission Paving and Sealing, Inc.
Tel: (626) 452-8200
Fax: (626) 452-8200

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600361-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: One Nation Trucking LLC
Tel: (323) 974-8004
Fax: (424) 340-2692

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600281-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Prime Point Contracting INC
Tel: (818) 355-55524
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600363-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Quality Dumping, LLC
Tel: (323) 240-0924
Fax: (323) 240-0924

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600295-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: RDL TRUCKING
Tel: (213) 798-7869
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600301-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: REBEL CONCRETE BREAKING SERVICE
Tel: (323) 574-9974
Fax: (310) 835-1324

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600364-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: SANDY'S TRUCKING
Tel: (310) 738-6902
Fax: (310) 532-0198

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600314-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: SharpLine Solutions Inc.
Tel: (626) 257-8328
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600366-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: SKY JTC Corporation
Tel: (213) 674-7334
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600367-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Soniat & Willow Inc
Tel: (818) 212-0081
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600368-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: Starstruck Trucking Inc
Tel: (310) 946-6251
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600321-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: STC TRAFFIC INC
Tel: (760) 602-4290
Fax: (760) 670-3445

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600369-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:03 am Pacific through the DBEGoodFaith.com outreach platform.

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: T&M Construction
Tel: (310) 833-3366
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600092-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: True American Trucking, Inc
Tel: (800) 844-0130
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600335-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: V. RIOS INC
Tel: (661) 431-5211
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600339-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

This solicitation was generated and sent on behalf of ONYX PAVING COMPANY INC. at 02/24/2026 11:27:03 am Pacific through the DBEGoodFaith.com outreach platform.

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: West Side Boyz INC
Tel: (310) 594-1670
Fax: (310) 660-7240

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600345-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: WGJ Enterprises, Inc.
Tel: (562) 218-0504
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600370-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000
BIDS@ONYXPAVING.COM
CONTACT NAME: COREY R. KIRSCHNER

TO: WILLIE DIXON TRUCKING
Tel: (310) 532-6897
Fax: (310) 532-6260

ONYX PAVING COMPANY INC. is Seeking Qualified Section 3s	
PROJECT NAME	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BID DUE DATE	02/25/2026 at 14:00
BID / PROJECT #	BN-2602-02 PROJECT NO. 602719-24
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE, LOS ANGELES, CA

TRUCKING HAULING STRIPING

PLANS AND SPECS WILL BE PROVIDED UPON REQUEST VIA EMAIL AT BIDS@ONYXPAVING.COM

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3600346-66972
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact COREY R. KIRSCHNER at BIDS@ONYXPAVING.COM

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ONYX PAVING COMPANY INC.
22707 La Palma Ave.
YORBA LINDA , CA 92887
Tel: (714) 632-6699
Fax: (000) 000-0000

Email & Fax
Solicitation Log

Project Name: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Contract/Bid #: BN-2602-02 PROJECT NO. 602719-24

Awarding Agency: CITY OF LAWNDALE

Log Details

• All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.

• The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.

• The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
A/Z FREEWAY LOGISTICS INC. 1351 W 227TH ST #6 TORRANCE, CA 90501 Tel: 2063932059 Fax: None Listed daniel12abr@gmail.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
Always Ready Transport LLC 114 E Hillcrest Blvd, Apt #8 Inglewood, CA 90301 Tel: 4245586717 Fax: None Listed calvinthompson@alwaysreadytransport.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
Amill Trucking LLC 14721 Kingsdale Ave, 14721 Kingsdale Ave Lawndale, CA 90260 Tel: 3109198297 Fax: None Listed emeraldlistings11@gmail.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
Century Paving Incorporated 14630 E FIRESTONE BLVD LA MIRADA, CA 90638 Tel: 7145222910 Fax: 7145222917 estimating@paveit.com Cert: SBE	02/24/2026 11:29 am PST Successful	02/24/2026 11:30 am PST Opened
Collins Trucking 11104 SPINNING AVENUE INGLEWOOD, CA 90303 Tel: 3233276060 Fax: 3237562667 pcollins498@gmail.com Cert: DBE	02/24/2026 11:37 am PST Failed	02/24/2026 11:30 am PST Delivered

D & W Trucking Inc. 309 E. Hillcrest Blvd. #118 Inglewood, CA 90301 Tel: 8004405219 Fax: 3232959815 contact@dwtruckingca.com Cert: DBE	02/24/2026 11:39 am PST Failed	02/24/2026 11:30 am PST Delivered
Ellis Equipment, Inc. 19135 Main St Gardena, CA 90248 Tel: 5624249991 Fax: 5624249870 karina@ellisrents.com Cert: DBE	02/24/2026 11:32 am PST Failed	02/24/2026 11:30 am PST Delivered
Grant Logistics, LLC 701 W Redondo Beach Blvd Gardena, CA 90247 Tel: 3238418462 Fax: None Listed grantlogistics01@gmail.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
HOTSHOT TRUCKING 13501 ARCTURUS AVE GARDENA, CA 90249 Tel: 3232155419 Fax: 3232353387 dickson877@sbcglobal.net Cert: DBE	02/24/2026 11:40 am PST Failed	02/24/2026 11:30 am PST Delivered
IRBF Trucking LLC 3632 W 116TH ST INGLEWOOD, CA 90303 Tel: 3106865876 Fax: None Listed irbftruckingllc@gmail.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened

Jimenez Paving 1530 E 105th ST Los Angeles, CA 90002 Tel: 3238025305 Fax: None Listed jimenezpavinginc@gmail.com Cert: SBE	n/a	02/24/2026 11:30 am PST Delivered
KeKe B. Enterprise, Inc 3429 W. 109Th Street, Inglewood Inglewood, CA 90303 Tel: 3103438682 Fax: 3103438682 mac2night100@gmail.com Cert: DBE	02/24/2026 11:32 am PST Failed	02/24/2026 11:30 am PST Delivered
Mission Paving and Sealing, Inc. 12747 SCHABARUM AVE IRWINDALE, CA 91706 Tel: 6264528200 Fax: 6264528200 info@missionpaving.com Cert: SBE	02/24/2026 11:37 am PST Failed	02/24/2026 11:30 am PST Opened
One Nation Trucking LLC 879 W. 190th St 400 Gardena, CA 90248 Tel: 3239748004 Fax: 4243402692 y.rhodes@onenationtrucking15.com Cert: DBE	02/24/2026 11:37 am PST Failed	02/24/2026 11:30 am PST Delivered
Prime Point Contracting INC 22287 Mulholland Hwy #322 Calabasas, CA 91302 Tel: 81835555524 Fax: None Listed anthonynowaid@gmail.com Cert: SBE	n/a	02/24/2026 11:30 am PST Opened

Quality Dumping, LLC 1820 W Carson St 202-219 Torrance, CA 90501 Tel: 3232400924 Fax: 3232400924 qualitydumping1@yahoo.com Cert: DBE	02/24/2026 11:32 am PST Failed	02/24/2026 11:30 am PST Opened
RDL TRUCKING 11231 ARDATH AVENUE INGLEWOOD, CA 90303 Tel: 2137987869 Fax: None Listed rdltrucking45@gmail.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
REBEL CONCRETE BREAKING SERVICE 1618 E 87TH PL LOS ANGELES, CA 90002 Tel: 3235749974 Fax: 3108351324 cpreciado@rebelcontracting.com Cert: SBE	02/24/2026 11:29 am PST Successful	02/24/2026 11:30 am PST Delivered
SANDY'S TRUCKING 1264 W. 132ND STREET GARDENA, CA 90249 Tel: 3107386902 Fax: 3105320198 sanbabyrell@yahoo.com Cert: DBE	02/24/2026 11:29 am PST Successful	02/24/2026 11:30 am PST Opened
SharpLine Solutions Inc. 545 N. Rimsdale Ave. #1546 Covina, CA 91722 Tel: 6262578328 Fax: None Listed sales@sharpline-solutions.com Cert: SBE	n/a	02/24/2026 11:30 am PST Delivered

SKY JTC Corporation 1027 S. Park View St. Los Angeles, CA 90006 Tel: 2136747334 Fax: None Listed info@skypaintingca.com Cert: SBE	n/a	02/24/2026 11:30 am PST Opened
Soniat & Willow Inc 11339 Oxnard St Unit C North Hollywood, CA 91606 Tel: 8182120081 Fax: None Listed info@soniatwillow.com Cert: SBE	n/a	02/24/2026 11:30 am PST Opened
Starstruck Trucking Inc 153 W Rosecrans Ave Gardena, CA 90248 Tel: 3109466251 Fax: None Listed starstruck2019@yahoo.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
STC TRAFFIC INC 5973 AVENIDA ENCINAS STE 218 CARLSBAD, CA 92008 Tel: 7606024290 Fax: 7606703445 admin@stctraffic.com Cert: SBE	02/24/2026 11:36 am PST Failed	02/24/2026 11:30 am PST Delivered
T&M Construction 780 W. Channel St San Pedro , CA 90731 Tel: 3108333366 Fax: None Listed office.tmconstruction@gmail.com Cert: HACLA Sec. 3	n/a	02/24/2026 11:30 am PST Opened

True American Trucking, Inc 309 E Hillcrest Blvd, #654 Inglewood, CA 90301 Tel: 8008440130 Fax: None Listed trueamericantruckinginc@yahoo.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
V. RIOS INC 4742 w 160 street lawndale, CA 90260 Tel: 6614315211 Fax: None Listed rioskw900@hotmail.com Cert: DBE	n/a	02/24/2026 11:30 am PST Opened
West Side Boyz INC 330 E. 159TH STREET GARDENA, CA 90248 Tel: 3105941670 Fax: 3106607240 hotrod242430@yahoo.com Cert: DBE	02/24/2026 11:29 am PST Successful	02/24/2026 11:30 am PST Delivered
WGJ Enterprises, Inc. 975 W. 1st Street Azusa, CA 91702 Tel: 5622180504 Fax: None Listed tmoysychyn@lineuppci.com Cert: SBE	n/a	02/24/2026 11:30 am PST Delivered
WILLIE DIXON TRUCKING 1264 W. 132ND STREET GARDENA, CA 90248 Tel: 3105326897 Fax: 3105326260 No Email Listed Cert: DBE	02/24/2026 11:40 am PST Failed	n/a

Attachment G

CITY OF LAWNDALE
CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

BN-2602-02
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24
Various Locations ADA Sidewalks & Access Ramps

MARCH 2026

IV. BID DOCUMENTS

A.

PROPOSAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

CONTRACTOR: Gentry General Engineering Inc. Date: February 18, 2026

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2602-02

CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

1000024189
PWCR Registration Number

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$ 37,935.00	$ 37,935.00
2	1	LS	Traffic Control	601-3.5.2 601-7	$ 31,450.00	$ 31,450.00
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$8,420.00	$8,420.00
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$ 8,830.00	$ 17,660.00
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$ 13.00	$ 91,039.00
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$ 144.00	$ 15,840.00
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$ 20.00	$8,840.00

(Total Bid in Figures) $211,184.00

(Total Bid in Words) Two Hundred Eleven Thousand One Hundred Eighty-Four Dollars and Zero Cents

Contractor Name: Gentry General Engineering Inc.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% of bid total Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: [signature]

PW Registration #: 1000024189

State License #: 974279

Contractor Company Name: Gentry General Engineering Inc.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Gentry General Engineering, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars ($10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 18th day of February, 2026.

Gentry General Engineering, Inc.
Principal
By: Brenton Gentry
Title: President & CEO

The Ohio Casualty Insurance Company
Surety
By:
Dwight Reilly
Attorney-in-Fact
Title

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On 02/18/2026 before me, S. Alicia Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry,
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.

S. ALICIA SANCHEZ
Notary Public - California
San Bernardino County
Commission # 2409874
My Comm. Expires Jul 29, 2026

Signature _____ **(Seal)**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Orange

On February 18th, 2026, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Dwight Reilly, 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 of Notary Public

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Melissa Ann Vaccaro

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

¨ Individual
¨ Corporate Officer

Title(s)

¨ Partner(s) ¨ Limited ¨ General
X Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

The Ohio Casualty Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

Two (2)
Number of Pages

February 18th, 2026
Date of Document

Signer(s) Other Than Named Above

Liberty Mutual SURETY

Bond No. CSBA-33807

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214600-969561**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe; Magdalena R. Wolfe; Robert Wood

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

D. BIDDER'S ASSURANCE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

FROM:

Name of Bidder: Gentry General Engineering Inc.

Business Address: 320 W. Tropica Rancho Rd., Colton, CA 92324

Telephone No: 909-330-1128

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps BN-2602-02,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: Brenton Gentry TITLE: CEO/President

E. BIDDER'S DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Gentry General Engineering Inc.	CEO/President
Contractor's Business Name	Contractor Signature Title
320 W. Tropica Rancho Rd.,	Brenton Gentry CEO/President
Business Address: Street	By Title
Colton, CA 92324	974279 Class A
City State Zip	Contractor's License No. and Classification
909-330-1128	February 18, 2026
Business Phone Number	Date
Brenton Gentry CEO/President	320 W. Tropica Rancho Rd.,
Name Title	Residence: Street
Colton, CA 92324	909-330-1128
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM Gentry General Engineering Inc.

TITLE OF PERSON SIGNING CEO/President

SIGNATURE 

DATE February 18, 2026

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

G. CERTIFICATION OF PRINCIPAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

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 undertake 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. (Section 1861, Labor Code.)

Signature: _____

Name: Brenton Gentry

Title: CEO/President

Name of Company: Gentry General Engineering Inc.

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of Feb 2026, at Colton *(place of execution)*, California.

Signature: _____
Name: Brenton Gentry
Title: CEO/President
Name of Company: Gentry General Engineering Inc.

I. NON-COLLUSION DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the CEO/President of Gentry General Engineering Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/18/2026 [date], at Colton [city], California [state].

Gentry General Engineering Inc.
NAME OF BIDDER

SIGNATURE OF BIDDER

320 W. Tropica Rancho Rd.
ADDRESS OF BIDDER

Colton, CA 92324
CITY STATE ZIP

J. REFERENCES OF WORK

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. See attached
Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

2. See attached
Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

3. See attached
Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount | Original Date of Completion

Final Contract Amount | Final Date of Completion

Number of Change Orders

4. See attached
Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount | Original Date of Completion

Final Contract Amount | Final Date of Completion

Number of Change Orders

For additional References, please add separate sheets.

Gentry General Engineering Inc.
NAME OF BIDDER

DATE February 18, 2026

SIGNATURE OF BIDDER

GENTRY GENERAL ENGINEERING

Prior Projects

2013 – $34,500.00
City of Fontana
Damaged Street/Sidewalk
Asphalt & Concrete R&R
8353 Sierra Ave
Fontana, Ca 92335
Jason Jojola: No Email Address
909.350.6636

2014 – $30,000.00
City of Rancho Cucamonga
Solar Shade Structure
8794 Lion St.
Rancho Cucamonga, Ca 91730
909.477.2730 (No Email Address)

2015 – $495,000
City of Whittier
Fire Loop/Fire Sprinkler Repair
9401Painter Ave
Whittier, Ca 90605
Karla Embry: Karla.Embry@WUHSD.org
562.332.9303

2015 – $41,000
City of Glendora
Water Improvement
116 E. Foothill Blvd.
Glendora, Ca 91741
Carlos Cigneros: No Email Address
626.786.1285

2016 – $504,420
City of Baldwin Park
Alleyway Street/Sidewalk
Asphalt & Concrete R&R
14403 Pacific Ave
Baldwin Park, Ca 91706
Chase Fidler: CFidler@baldwinPark.com
626.960.4011

2016 – $619,075
City of Bloomington
ADA Ramp – Repair/Maintenance/Replaced
825 E. 3rd Street
San Bernardino, CA 92415
Haile Ford: HFord@DPW.SBCount.gov
909.387.7936

2016 – $173,604
City of Montclair
Alleyway Street/Sidewalk Asphalt & Concrete
5111 Benito St
Montclair, Ca 91763
Steve Stanton: SStanton@CityofMontclair.org
909.625.9444

2017 – $325,000
City of Upland
Damaged Street/Sidewalk
Asphalt & Concrete R&R
1370 North Benson Ave
Upland, Ca 91785
Tony Trejo: TTrejo@CI.Upland.Ca.Us
909.631.3918

320 W Tropica Rancho Rd
Colton, CA 92324

off: 909.330.1128
fax: 909.330.1129
gentrygeneral@gmail.com

2017 – $624,688
Santa Ana
Repair Maintenance/Replaced
Damaged Street/Sidewalk
Asphalt & Concrete R&R
20 Civic Center Plaza
Santa Ana, Ca 92701
Victor So: Vso@Santa-Ana.org
714.647.5076

2017 – $694,000
City of Corona
Miscellaneous Concrete Repair
400 S. Vicentia Ave, Ste. 210
Corona, Ca 92882
Barry Ghaemi: Barry.Ghaemi@Coronaca.gov
951.739.4961

2017 – $30,000
City of San Diego
Demo/Backfill/Compact Existing
Vault Location
422 W. Washington St.
San Diego, Ca 92103
Matt Cavan: MCavan@HARCOInc.Us
951.684.1909

2018 – $1.2 Million
City of Torrance
Damaged Street/Sidewalk
Asphalt & Concrete R&R
20500 Madrona Ave
Torrance, Ca 90503
Shin Furukawa: SFurukawa@TorranceCa.gov
310.618.3073

2018 – $547,950
City of Pasadena
Miscellaneous Concrete Repair
100 Garfield Ave
Pasadena, Ca 91101
Morley Saralya: MSaralya@CityofPasadena.net
626.744.3703

2018 – $2.2 Million
City of Torrance
Downtown Torrance Active Transportation
Improvements
20500 Madrona Ave
Torrance, Ca 90503
Justin Gatza: JGatza@TorranceCa.gov
310.618.3032

2019 – $288,974
City of Barstow
Water Treatment Plant Dewatering Pad & Wall
2200 Riverside Dr.
Barstow, Ca 92311
Kody Topkins: KTopkins@BarstowCa.gov
760.252.2538

2019 - $544,342
Torrance Unified School District
Anza, Arnold and Hickory ES Site Drainage
21400 Ellinwood Dr
Torrance, CA 90503
Joe Winterburn:
jwinterburn@balfourbeattyus.com
(949) 502-4000

2019 - $714,000
City of Hermosa Beach
8th Street Improvements Project
8th Street
Hermosa Beach, CA 90254
Reed Salan: rsalan@hermosabch.org
(310) 318-0229

2019 - $267,000
Costa Mesa Sanitary District
Indus Sewer Main Replacement
20122 Santa Ana Ave
Newport Beach, CA 92660
Rob Hamers: rhamers@robhamers.com
(949) 548-1192

2019 - $285,744
City of Fullerton
Curb/Gutter and Sidewalk Reconstruction
Fullerton, CA 92831
Jose Medina: josem@cityoffullerton.com
(714) 738-6863

2019 - $141,312 ($139,573 original bid; work limits increased)
City of Irvine
Ranch Park Bike Trail Rehabilitation
Irvine, CA 92618
Anthony Caraveo: acaraveo@cityofirvine.org
(949) 724-7365

2019 - $644,763
City of Thousand Oaks
Concrete Replacement and Sidewalk Repair Program
Thousand Oaks, CA 91320
Michelle McCarty: mmccarty@toaks.org
(805) 449-2477

2019 - $14,800.00
Whittier Unified School District (Whittier CHS)
Refurbish Long Jump Pits
9401 S. Painter Ave.,
Whittier, CA 90605
Danny True –
Danny.true@wuhsd.org
(562) 237-0795

2019 - $210,000
Lynwood Middle School (USD)
Storm Drain Improvements
11321 Bullis Road
Lynwood, CA 90262
Manuel Jaramillo: Mjaramillo@delterra.com
(323)447-0996

2020 - $1,369,000
City of Torrance
Sidewalk Repair for Handicap Accessibility
Torrance, CA 90505
Shin Furukawa: sfurukawa@torranceca.gov
(310) 781-6900

2020 - $19,546
City of Fontana
San Bernardino at Cypress Driveway Improvements
Fontana, CA 92335
Christopher Smethurst:
csmethurst@fontana.org
(909) 350-6649

2020 - $158,338 ($149,835 original bid; additional grading work performed)
City of Walnut
Butterfield Park Trail Rehabilitation
21201 La Puente Rd
Walnut, CA 91789
Tony Lopez: tlopez@rkagroup.com
(909) 594-9702

2020 - $29,820
City of Irwindale
Peppertree Bus Shelter Removal and Foothill Column
5050 N Irwindale Ave
Irwindale, CA 91706
Elizabeth Rodriguez –
erodriguez@irwindaleca.gov
(626) 430-2211

2020 - $5,565
City of Irwindale
Arrow Bus Shelter Roof Repair
5050 N Irwindale Ave
Irwindale, CA 91706
Elizabeth Rodriguez –
erodriguez@irwindaleca.gov
(626) 430-2211

2021 - $22,000
Whittier Unified School District
Collapsed Storm Drain Repair
9401 S. Painter Ave.,
Whittier, CA 90605
Danny True –
Danny.true@wuhsd.org
(562) 237-0795

2021 - $29,999
Costa Mesa Sanitary District
Manhole Surface Repairs Phase 7
290 Paularino Ave
Costa Mesa, CA 92626
Michael Benesh –
mlbenesh@robhamers.com
(949) 548-1192

2021 - $366,732
City of Laguna Beach
Zones 2 and 3 Street Concrete Improvements
505 Forest Ave
Laguna Beach, CA 92651
Alpha Santos-Guinto –
asantos@lagunabeachcity.net
(949) 497-0729

2021 – $221,318 ($211,965 original bid; extra work added)
City of Laguna Beach
Ramona Alley Decorative Paving Replacement
505 Forest Ave
Laguna Beach, CA 92651
Alpha Santos-Guinto –
asantos@lagunabeachcity.net
(949) 497-0729

2021 - $198,420
Chino Valley Unified School District
Briggs K-8 Waterline Upgrades
11880 Roswell Ave
Chino, CA 91710
Sam Sousa –
sam_sousa@chino.k12.ca.us
(909) 628-1201 x1490

2021 - $125,400
Torrance Unified School District
Seaside Elementary Site Drainage Improvement
2335 Plaza Del Amo
Torrance, CA 90501
Ryan Palmer –
Palmer.ryan@tusd.org
(310) 972-6240

2021 - $252,796
City of Rancho Cucamonga
Citywide Concrete Repair
10500 Civic Center Dr
Rancho Cucamonga, CA 91730
Ernie Ruiz –
Ernie.ruiz@cityofrc.us
(909) 774-4108

2021 - $41,750
State of California
Moro State Deck and ADA Access
715 P Street
Sacramento, CA 94296
Michelle Humphrey –
Michelle.humphrey@parks.ca.gov
(949) 366-8533

2021 - $1,924,055
City of Anaheim
Alley Sanitary Sewer Improvement
200 S Anaheim Blvd
Anaheim, CA 92805
Scott Yanagihara –
syanagihara@anaheim.net
(714) 231-4696

2022 - $9,010,551 ($8,449,000 original bid; plans/specs revised post-award)
State of California
Doheny State Beach Projects A, B and C
715 P Street
Sacramento, CA 95832
Ryan McBride –
rmcbride@4leafinc.com
(714) 833-1792

2022 - $88,066
Cucamonga Valley Water District
Nitrate Facility Retaining Wall
10440 Ashford St
Rancho Cucamonga, CA 91730
Tyler Bui –
tylerbui@cvwdwater.com
(909) 483-7455

2022 - $148,029
County of San Bernardino
Laurel Ave/Randall Ave Drainage Improvement
825 E 3rd St
San Bernardino, CA 92415
Carlos Seanez –
carlos.seanez@dpw.sbcounty.gov
(909) 486-0227

2022 – $98,050
City of Laguna Beach
Citywide Guardrails
505 Forest Ave
Laguna Beach, CA 92651
Alpha Santos-Guinto –
asantos@lagunabeachcity.net
(949) 497-0729

2022 - $121,318 ($111,000 original bid; work limits extended)
City of Orange
Chapman Ave Alley Improvement
300 E Chapman Ave
Orange, CA 92866
Karl Schmidt –
kschmidt@cityoforange.org
(714) 744-5562

2022 - $1,085,610.50
City of Torrance
Citywide Sidewalk Repair for Disabled Accessibility
3031 Torrance Blvd
Torrance, CA 90503
Marc Simons –
msimons@torranceca.gov
(424) 399-3193

2022 - $7,997
City of Rancho Cucamonga
Citywide Fence Repair
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 477-2730

2022 - $206,496 ($200,010 original bid; design revisions)
City of El Segundo
W Mariposa Ave and W Pine Ave Sidewalk Construction
350 Main St
El Segundo, CA 90245
Floriza Rivera –
frivera@elsegundo.org
(310) 524-2361

2022 - $413,420
Temecula Valley Unified School District
Vintage Hills Elementary School Modernization
31350 Rancho Vista Rd
Temecula, CA 92592
Jim Flath –
jflath@balfourbeattyus.com
(951) 501-9594

2022 - $5,700
City of Rancho Cucamonga
Way Finder Monument Sign Replacement
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 477-2730

2022 - $426,472 ($508,372 original bid; some bid schedule items deleted from work)
County of San Bernardino
Ridgecrest Rd Sidewalk and Ramps
825 E 3rd St
San Bernardino, CA 92415
Carlos Seanez –
carlos.seanez@dpw.sbcounty.gov
(909) 486-0227

2022 - $48,606
City of Rancho Cucamonga
Calle Carabe Sidewalk Repair
8794 Lion St
Rancho Cucamonga, CA 91730
Richard Favela –
Richard.Favela@cityofrc.us
(909) 774-4107

2022 – $128,695
City of Laguna Beach
Peppertree Parking Lot Rehabilitation
505 Forest Ave
Laguna Beach, CA 92651
Alpha Santos-Guinto –
asantos@lagunabeachcity.net
(949) 497-0729

2022 - $529,424 ($489,075 bid value; quantities/limits increased)
City of El Monte
Sidewalk and Curb Ramp Reconstruction
11333 Valley Blvd
El Monte, CA 91731
John Rico –
jrico@elmonteca.gov
(626) 258-8833

2022 - $47,522 ($44,236 bid value; additional signage added to scope)
City of El Monte
City Hall Parking Lot ADA Improvements
11333 Valley Blvd
El Monte, CA 91731
Kevin Ko –
kko@elmonteca.gov
(626) 580-2058

2022 - $142,591
City of Rancho Cucamonga
Heritage Community Park Pedestrian Trail Rehabilitation
8794 Lion St
Rancho Cucamonga, CA 91730
Richard Favela –
Richard.Favela@cityofrc.us
(909) 774-4107

2022 - $15,600
City of Rancho Cucamonga
Carnelian Block Wall Repair
8794 Lion St
Rancho Cucamonga, CA 91730
Richard Favela –
Richard.Favela@cityofrc.us
(909) 774-4107

2022 - $8,922
City of Rancho Cucamonga
Guardrail Replacement at Woodruff and Highland
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 477-2730

2022 – $176,450 ($138,925 bid value; limits/quantities increased)
City of Orange
Chapman and Yorba Sidewalk Construction
300 E Chapman Ave
Orange, CA 92866
Eric Perez –
eperez@cityoforange.org
(714) 744-4107

2022 - $109,208 ($99,420 bid value; scope of work increased
City of Rancho Cucamonga
Construction of Pickleball Courts at Redhill Park
8794 Lion St
Rancho Cucamonga, CA 91730
Jenny Hanlon –
Jenny.Hanlon@cityofrc.us
(909) 774-2343

2022 - $181,909.90 (original bid $186,155; actual quantities less than bid schedule)
County of San Bernardino
City Creek Guardrails
825 E 3rd St
San Bernardino, CA 92415
Carlos Seanez –
carlos.seanez@dpw.sbcounty.gov
(909) 486-0227

2022 - $240,528 ($233,440.68 bid value; limits extended)
City of Fontana
Foothill-Alder Curb Ramp
8353 Sierra Ave
Fontana, CA 92335
Estephany Monroy
emonroy@fontana.org
(909) 350-6642

2023 - $163,771.34 ($200,000 bid value; on-call contract)
City of Laguna Niguel
Citywide Concrete Infrastructure Repair
30111 Crown Valley Pkwy
Laguna Niguel, CA 92677
Jeff Metz
jmetz@cityoflagunaniguel.org
(949) 362-4344

2023 - $281,019 ($207,793 bid value; locations added and scope of work increased)
City of Hermosa Beach
Prospect Ave Curb Ramps, Longfellow Sidewalk Improvements and ADA Improvements
1315 Valley Dr
Hermosa Beach, CA 90254
Jonathan Pascual –
jpascual@hermosabeach.gov
(310) 318-0252

2023 - $646,577.87 (original bid $552,252)
City of Downey
Annual Miscellaneous Concrete Repairs
11111 Brookshire Ave
Downey, CA 90241
Brian Aleman –
baleman@downeyca.org
(562) 904-7110

2022 - $101,192.76
City of Rancho Cucamonga
Emergency Trail Repairs
8794 Lion St
Rancho Cucamonga, CA 91730
Sonny Rodriguez –
sonny.rodriguez@cityofrc.us
(909) 477-2730

2023 - $46,793.44
City of Hermosa Beach
Clark Field Restroom Plumbing Upgrades and Site Improvements
1315 Valley Dr
Hermosa Beach, CA 90254
Jonathan Pascual –
jpascual@hermosabeach.gov
(310) 318-0252

2023 - $26,800.00
City of Hermosa Beach
South Park Restroom Plumbing Upgrades and Site Improvements
1315 Valley Dr
Hermosa Beach, CA 90254
Jonathan Pascual –
jpascual@hermosabeach.gov
(310) 318-0252

2023 - $2,664,896.83 (original bid $2,696,271.90; actual quantities less than bid schedule)
City of Upland
17th St Water Main Replacement and Street Rehabilitation
460 N Euclid Ave
Upland, CA 91786
Kirk Swanner –
kswanner@uplandca.gov
(909) 291-2938

2023 - $206,328.96 (original bid $194,031; locations added to scope)
City of Hermosa Beach
City Sidewalk Improvements
1315 Valley Dr
Hermosa Beach, CA 90254
Jonathan Pascual –
jpascual@hermosabeach.gov
(310) 318-0252

2023 - $298,889 (original bid $194,500; significant redesigns and scope increases)
City of South Gate
Citywide Valve Replacement
8650 California Ave
South Gate, CA 90280
Ana Ananda –
aananda@sogate.org
(323) 563-5769

2024 - $860,000 (original bid $694,327)
City of Downey
Annual Miscellaneous Concrete Repairs
11111 Brookshire Ave
Downey, CA 90241
Brian Aleman –
baleman@downeyca.org
(562) 904-7110

2024 - $113,403.50
Fullerton Joint Union High School District
SHHS Ag Water Improvement for Fire Service Line
1051 W Bastanchury Road
Fullerton, CA 92833
Kate Kwon
ykwon@fjuhsd.org
(213) 500-9215

2024 - $19,768.98
City of Hemet
Mow Curb at Corporate Yard
445 E Florida Ave.
Hemet, CA 92543
Candace Sunds
csunds@hemetca.gov
(951) 765-2348

2024 - $78,700
City of Orange
CDBG ADA Wheelchair Access Ramp Project
300 E. Chapman Ave.
Orange CA 92866
Salvador Jordan Muñoz
smunoz@CityofOrange.org
(714) 744-5547

2024 – $617,512.55
City of Rancho Cucamonga
Concrete Rehabilitation Project FY 23-24
10500 Civic Center Dr
Rancho Cucamonga, CA 91730
Shelley Hayes
Shelley.hayes@cityofrc.us
(909) 477-2740

2024 - $264,473
City of West Hollywood
Concrete Repair Program Phase XIII
8300 Santa Monica Blvd
West Hollywood, CA 90069
John Rico
jrico@weho.org
(323) 848-6381

2024- $58,128
Desert Arc
Sidewalk Improvement Project
73255 Country Club Drive
Palm Desert, CA 92260
Nick Prudehomme
Nprudhomme@desertarc.org
(760) 346-1611

2024 - $88,420
Desert Arc
Rehabilitation of Parking Lot and
Access ways at Main Campus
73255 Country Club Drive
Palm Desert, CA 92260
Nick Prudehomme
nprudehomme@desertarc.org
(760) 346-1611

2024 - $139,500
City of Rancho Cucamonga
Heritage Park Pedestrian Trail Renovation
10500 Civic Center Dr
Rancho Cucamonga, CA 91730
Kenneth Fung
Kenneth.fung@cityofrc.us

2024 – $649,726 (original bid $851,790.78)
City of Baldwin Park
Calino Avenue Street Improvements
14403 E Pacific Avenue
Baldwin Park, CA 91706
Romany Basilyous
RBasilyous@baldwinpark.com
(626) 960-4011

2024 - $883,050
City of Fontana
Cherry Ave at Live Oak Signal Mofification
Estephany Monroy
emonroy@fontana.org
(909) 350-6642

2024 – $1,160,110.018
City of Upland
Parking Lot and Alley Rehabilitation at
A St. & 1st Ave.
1370 N. Benson Avenue
Upland, Ca 91786
Kirk Swanner
kswanner@uplandca.gov
(909) 291-2938

2024 – $108,046 (original bid $103,700;
quantities increased)
City of Duarte
Citywide Asphalt Repairs
1600 Huntington Dr
Duarte, CA 91010
Marvin Carpio
mcarpio@accessduarte.com
626-357-7931 ext 262

2024 – $168,840
City of Fontana
Citywide Concrete Completion
8353 Sierra Ave
Fontana, CA 92335
Kyle Scribner
kscribner@fontanaca.gov
(909) 350-6530

2024 – $95,587.20
County of San Bernardino
6650 Sidewalk Repair
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 – $11,955.16
County of San Bernardino
6655 Curb and Gutter
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 – $8,741.17
County of San Bernardino
6656 Curb and Gutter
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 – $47,772.00
County of San Bernardino
6716 Sidewalk Grinding
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 - $26,476.25
City of Rancho Cucamonga
Pipe Gate Installation
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 - $6,988
City of Rancho Cucamonga
Hermosa Ave Drainage Grate
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 – $1,555,732.90 (original bid $1,162,732.93; added quantities, additional scope, and design revisions)
City of Manhattan Beach
Senior Villas ADA Pathway
3621 Bell Avenue
Manhattan Beach, CA 90266
Marzena Laskowska
mlaskowska@manhattanbeach.gov
(310) 802-5325

2025 - $49,413.00
City of Signal Hill
Sidewalk Repair – Phase 1
2175 Cherry Ave
Signal Hill CA 90755
Margarita Beltran –
mbeltran@cityofsignalhill.org
(562) 989-7361

2025 - $26,819.00
City of Signal Hill
Sidewalk Repair – Phase 2
2175 Cherry Ave
Signal Hill CA 90755
Margarita Beltran –
mbeltran@cityofsignalhill.org
(562) 989-7361

2025 – $26,142.00
County of San Bernardino
6743 Sidewalk Grinding
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 – $437,843.98
City of Manhattan Beach
Cycle 2 Concrete Repairs
3621 Bell Avenue
Manhattan Beach, CA 90266
Bianca Cardenas
bcardenas@manhattanbeach.gov
(310) 802-5357

2025 – $75,000.00
City of Fontana
Arrow and Maple Storm Drain
8353 Sierra Ave
Fontana, CA 92335
Kyle Scribner
kscribner@fontanaca.gov
(909) 350-6530

2025 – $59,150.00
City of Fontana
Citywide Catch Basins
8353 Sierra Ave
Fontana, CA 92335
Kyle Scribner
kscribner@fontanaca.gov
(909) 350-6530

2025 – $38,856
City of Yucaipa
13th St Skate Park
34272 Yucaipa Blvd
Yucaipa, CA 92399
Debbie Shortlidge
dshortlidge@yucaipa.org
(909) 797-2489

2025 – $33,078.20
City of Fontana
Sierra Ave Sidewalk
8353 Sierra Ave
Fontana, CA 92335
Kyle Scribner
kscribner@fontanaca.gov
(909) 350-6530

2025 - $45,283.00 (original bid $52,182; actual quantities less than bid schedule)
City of Hermosa Beach
Annual City Sidewalk Repair
1315 Valley Dr
Hermosa Beach, CA 90254
Jonathan Pascual –
jpascual@hermosabeach.gov
(310) 318-0252

2025 - $51,425.50 (original bid $13,754; multiple locations added to contract)
City of Hermosa Beach
21st St and PCH Concrete
1315 Valley Dr
Hermosa Beach, CA 90254
Jonathan Pascual –
jpascual@hermosabeach.gov
(310) 318-0252

2025 - $153,624.79 (original bid $117,238; locations added)
City of Lynwood
Citywide Sidewalk Repair
11330 Bullis Road
Lynwood, CA 90262
Michael Brust –
mbrust@lynwoodca.gov
(310) 603-0220 x810

2025 - $256,104.50 (original bid $211,689; constructed quantities exceeded bid schedule)
City of Paramount
Alley Improvements
16400 Colorado Ave
Paramount, CA 90723
Jason Brown –
jbrown@willdan.com
(562) 908-6200

2025 - $49,140.20
City of Rancho Cucamonga
LMD2 Parkway Concrete
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 - $31,080.40
City of Rancho Cucamonga
LMD1-4 Parkway Concrete
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 – $53,505.71
County of San Bernardino
6772 Curb and Gutter
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 - $1,286,537.69
City of Rancho Cucamonga
FY24-25 Concrete Repair
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 – $29,999.00
County of San Bernardino
6823 ADA Ramp
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 - $207,882.00
City of Rancho Cucamonga
Victoria Park Ln DG Trail
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 – $19,370.71
City of Baldwin Park
Windstorm Concrete Repairs
14403 E Pacific Avenue
Baldwin Park, CA 91706
Anthony Vazquez
AVazquez@baldwinparkca.gov
(626) 960-3993 x518

2025 - $48,013.00
City of Rancho Cucamonga
Guardrail Repairs at Four Locations
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 – $46,320.00 (original bid $23,160; number of grates/locations doubled)
County of San Bernardino
6836 Barrier Protection Grates
825 E. Third Street
San Bernardino, CA 92415
Hope Edwards
dpwprocurement@dpw.sbcounty.gov
(909) 387-7863

2025 - $16,354.18
City of Rancho Cucamonga
Guardrail Repairs on Cherry Ave
8794 Lion St
Rancho Cucamonga, CA 91730
Phillip Ortega –
Phillip.Ortega@cityofrc.us
(909) 774-4142

2025 – $2,968,640.96 (original bid $2,877,242; design revisions and scope increases)
City of Costa Mesa
Adams Ave and Pinecreek Dr Intersection Improvements
77 Fair Dr
Costa Mesa, CA 92626
Ramin Nikoui
ramin.nikoui@costamesaca.gov
(714) 754-5184

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: N/A	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors:_____% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: 

Printed Name: Brenton Gentry

Title: CEO/President

Firm Name: Gentry General Engineering Inc.

Date: February 18, 2026

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.[1]

Name of Bidder: Gentry General Engineering Inc.

DIR Registration Number: 1000024189

DIR Registration Expiration: 6/30/2028

Small Project Exemption: _____ Yes or ___X___ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Gentry General Engineering Inc.

Signature _____

Name and Title Brenton Gentry CEO/President

Dated February 18, 2026

[1] If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Department of Industrial Relations (DIR) Contractor Registration Number

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

Per this requirement, provide the following information:

Gentry General Engineering Inc.

Contractor Name

1000024189

Contractor DIR Registration Number

6/30/2028

Expiration Date of Registration Number

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated February 24, 2026.

ATTEST: _____

Principal: GENTRY GENERAL ENGINEERING, INC.

Address: 320 W. TROPICA RANCHO RD. COLTON, CA 92324

By: BRENTON GENTRY

Title: PRESIDENT / CEO

Exhibit 5

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Gentry General Engineering Inc.

Name of Contractor

320 W. Tropica Rancho Rd., Colton, CA 92324

Address



CEO/President

Signature and Title

2/24/2026

Date

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary

Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amo9unt or percentage of bid

Project Name: Various Locations ADA Sidewalks & Access Ramps

Awarding Agency: City of Lawndale

Location: Lawndale, CA

Project Number: 602719-24

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
None						

Signature: Brenton

Name and Title: Brenton Gentry CEO/President

Date: 02/25/2026

Company Name: Gentry General Engineering Inc.

EXHIBIT 6

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

Various Locations ADA Sidewalks & Access Ramps 602719-24
Project Name/Number

City of Lawndale
Awarding Agency

Gentry General Engineering Inc.
Company Name

320 W. Tropica Rancho Rd., Colton, CA 92324
Company Address

974279
License Number

47-3813252
Employer Identification Number

1000024189
DUNS Number

This is to certify that the principal{s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Andrea Scarbrough
Name

Payroll Admin
Title

Signature

02/25/2026
Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

Brenton Gentry
Name

CEO/President
Title

Signature

02/25/2026
Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 09/30/2008)

1. FROM (name and address of requesting agency)

City of Lawndale
4722 Manhattan Beach Blvd
Lawndale, CA 90260

2. PROJECT NAME AND NUMBER

Various Locations ADA Sidewalks & Access Ramps 602719-24

3. LOCATION OF PROJECT (City, County and State)

City of Lawndale

4. BRIEF DESCRIPTION OF PROJECT

Concrete replacement

5. CHARACTER OF CONSTRUCTION

- ☐ Building
- ☑ Heavy
- ☐ Highway
- ☐ Residential
- ☐ Other (specify)

6. WAGE DECISION NO. (include modification number, if any)

☐ COPY ATTACHED CA2025022 Mod 2 11/28/25

7. WAGE DECISION EFFECTIVE DATE

11/28/25

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Cement M 6	47.70	27.07
Operator 4	65.96	33.20
Operator 12	66.58	33.20

9. PRIME CONTRACTOR (name, address)

Gentry General Engineering Inc.
320 W. Tropica Rancho Rd
Colton, CA 92324

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

N/A

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative
(Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

"General Decision Number: CA20260022 01/30/2026

Superseded General Decision Number: CA20250022

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	01/02/2026
1	01/23/2026
2	01/30/2026

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	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)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

* BRCA0004-007 05/01/2024

	Rates	Fringes

BRICKLAYER; MARBLE SETTER.....$ 45.53 20.29

*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 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 52.24	26.18
(2) Millwright	$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler	$ 52.37	26.18
(5) Sawfiler	$ 52.34	26.18
(6) Scaffold Builder	$ 45.37	25.43
(7) Table Power Saw Operator	$ 52.34	26.18

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.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet	$ 901.92	26.18
(2) Standby	$ 450.96	26.18
(3) Tender	$ 442.96	26.18

(4) Assistant Tender.....$ 418.96 26.18

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2025

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	$ 52.24	26.18
STOCKER/SCRAPPER.....	$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer.....	$ 25.00	13.06

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* ELEC0011-004 01/27/2026

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	$ 65.00	3%+35.62
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician.....	$ 64.80	3%+35.82
Technician.....	$ 48.60	3%+35.82

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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* ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System Installer	$ 46.47	3%+17.08

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 01/01/2025

	Rates	Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

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 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

FOOTNOTE:

a. 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.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 67.90	40.95
(2) Dredge dozer	$ 61.93	40.95
(3) Deckmate	$ 61.82	40.95
(4) Winch operator (stern winch on dredge)	$ 61.27	40.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 60.73	40.95
(6) Barge Mate	$ 61.34	40.95

ENGI0012-024 07/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 63.40	33.20
GROUP 2	$ 64.18	33.20
GROUP 3	$ 64.67	33.20
GROUP 4	$ 65.96	33.20
GROUP 6	$ 66.18	33.20
GROUP 8	$ 66.29	33.20
GROUP 10	$ 66.41	33.20
GROUP 12	$ 66.58	33.20

GROUP 13	$ 66.68	33.20
GROUP 14	$ 66.71	33.20
GROUP 15	$ 66.79	33.20
GROUP 16	$ 66.91	33.20
GROUP 17	$ 67.08	33.20
GROUP 18	$ 67.18	33.20
GROUP 19	$ 67.29	33.20
GROUP 20	$ 67.41	33.20
GROUP 21	$ 67.58	33.20
GROUP 22	$ 67.68	33.20
GROUP 23	$ 67.79	33.20
GROUP 24	$ 67.91	33.20
GROUP 25	$ 68.08	33.20

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1	$ 64.75	33.20
GROUP 2	$ 65.53	33.20
GROUP 3	$ 65.82	33.20
GROUP 4	$ 65.96	33.20
GROUP 5	$ 66.18	33.20
GROUP 6	$ 66.29	33.20
GROUP 7	$ 66.41	33.20
GROUP 8	$ 66.58	33.20
GROUP 9	$ 66.75	33.20
GROUP 10	$ 67.75	33.20
GROUP 11	$ 68.75	33.20
GROUP 12	$ 69.75	33.20
GROUP 13	$ 70.75	33.20

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1	$ 65.25	33.20
GROUP 2	$ 66.03	33.20
GROUP 3	$ 66.32	33.20
GROUP 4	$ 66.46	33.20
GROUP 5	$ 66.68	33.20
GROUP 6	$ 66.79	33.20
GROUP 7	$ 66.91	33.20

PREMIUM PAY:

$10.00 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);Coil Tubing Rig 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);Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) 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; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) 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 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 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); Spyder Excavator Operator, with all attachments

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.);

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) ; Tower crane operator and tower gantry

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

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 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 Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-001 11/01/2025

	Rates	Fringes
Brick Tender	$ 42.60	22.13

LAB00300-003 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

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 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

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 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 55.88	23.77
GROUP 2	$ 54.93	23.77
GROUP 3	$ 51.39	23.77

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 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

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 08/06/2025

	Rates	Fringes
LABORER		

PLASTER CLEAN-UP LABORER....$ 46.17 25.97
PLASTER TENDER.....$ 48.72 25.97

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

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 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395	$ 45.20	26.82
Remainder of Los Angeles County	$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

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 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 47.70 27.07

PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.29	24.16
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	$ 61.73	26.81

PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.75	26.20
Sewer & Storm Drain Work	$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER	$ 52.63	20.73

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.

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* SFCA0669-013 01/01/2026

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	$ 50.79	29.80

SFCA0709-005 09/01/2025

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)	$ 58.60	33.65

SHEE0105-002 01/01/2025

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	$ 35.57	10.63
(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	$ 34.17	10.86

SHEE0105-003 01/01/2025

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	$ 59.31	30.43
(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	$ 56.95	30.04

SHEE0105-004 07/01/2023

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	$ 45.98	29.24

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION"

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas1 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 02/25/2026 Project Number: 602719-24

Company: Gentry General Engineering Inc.

Address: 320 W. Tropica Rancho Rd., Colton, CA 92324

By: Brenton Gentry

Title: CEO/President

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 02/25/2026 Project Number: 602719-24 Contract Award $ See Bid Schedule

Awarding Agency: City of Lawndale

Contractor Name: Gentry General Engineering Inc.

Affiliate Company: N/A

By: Brenton Gentry Title: CEO/President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: Associated General Contractors
(Name of Labor Union, Workers Representative, etc.)

6212 Ferris Square, San Diego, CA 92121
(Address)

Name of Business (Contractor): Gentry General Engineering Inc.

Project Name: Various Locations ADA Sidewalks & Access Ramps Project Number: 602719-24

The Undersigned currently holds a contract with City of Lawndale involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Brenton Gentry
(Print Name)

By: Brenton
(Signature)

02/25/2026
(Date)

CEO/President
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: Gentry General Engineering Inc.

Address: 320 W Tropica Rancho Rd

State: CA Zip Code: 92324 Telephone Number: (909) 330-1128

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: 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 the 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 $101000 and not more than $100,000 for each such failure.

Authorized Official:

Brenton Gentry
(Print Name)

By: 
(Signature)

02/25/2026
(Date)

CEO/President
(Title)

EXHIBIT 14

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: Gentry General Engineering Inc.

Address: 320 W Tropica Rancho Rd

State: CA Zip Code: 92324 Telephone Number: (909) 330-1128

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

Gentry General Engineering Inc.
(Contractor/Subcontractor)

By: Brenton Gentry
(Signature)

02/25/2026
(Date)

CEO/President
(Title)

EXHIBIT 15

Fringe Benefit Payment Certification

Various Locations ADA Sidewalks & Access Ramps
PROJECT NAME

City of Lawndale
AWARDING AGENCY / CONTRACTOR

Lawndale, CA
PROJECT LOCATION

Gentry General Engineering Inc.
COMPANY NAME

320 W. Tropica Rancho Rd., Colton, CA 92324
COMPANY ADDRESS

974279
LICENSE NUMBER

47-3813252
EMPLOYER IDENTIFICATION NUMBER

1000024189
DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
Cement Mason	Health & Welfare	$ 9.08	The Contractors Plan 1-855-433-2981 11910 Anderson Mill Rd Ste 401 Austin, TX 78726
	Pension	$ 12.35	
	Vacation	$ 7.52	
	Apprenticeship/Training	$ 0.64	
	Other (explain)	$ 0.24	
	TOTAL HOURLY FRINGE	$ 29.83	
Teamster Group VI	Health & Welfare	$ 20.37	The Contractors Plan 1-855-433-2981 11910 Anderson Mill Rd Ste 401 Austin, TX 78726
	Pension	$ 9.00	
	Vacation	$ 4.95	
	Apprenticeship/Training	$ 2.02	
	Other (explain)	$ 0.61	
	TOTAL HOURLY FRINGE	$ 36.95	
Operating Engineer Group 4	Health & Welfare	$ 14.20	The Contractors Plan 1-855-433-2981 11910 Anderson Mill Rd Ste 401 Austin, TX 78726
	Pension	$ 15.65	
	Vacation	$ 3.95	
	Apprenticeship/Training	$ 1.10	
	Other (explain)	$ 0.45	
	TOTAL HOURLY FRINGE	$ 35.35	
Operating Engineer Group 12	Health & Welfare	$ 14.20	The Contractors Plan 1-855-433-2981 11910 Anderson Mill Rd Ste 401 Austin, TX 78726
	Pension	$ 15.65	
	Vacation	$ 3.95	
	Apprenticeship/Training	$ 1.10	
	Other (explain)	$ 0.45	
	TOTAL HOURLY FRINGE	$ 35.35	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☑ I make payments to approved fringe benefit plans, funds, or programs as listed above.

-OR-

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

Brenton Gentry
AUTHORIZED OFFICIAL NAME

CEO/President
AUTHORIZED OFFICIAL TITLE/CAPACITY

Brenton Gentry
AUTHORIZED OFFICIAL SIGNATURE

02/25/2026
DATE

Attachment H

IV. BID DOCUMENTS

A.

PROPOSAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

CONTRACTOR: **SAVI Construction Inc.** Date: **02/24/2026**

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2602-02

CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.

Rameez
Contractor Signature

2000001284
PWCR Registration Number

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$8000	$ 8000
2	1	LS	Traffic Control	601-3.5.2 601-7	$8000	$8000
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$31,036.50	$31,036.50
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$7500	$15000
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$18	$126,054
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$135	$14,850
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$36	$15,912

(Total Bid in Figures) 218,852.50

(Total Bid in Words) Two hundred Eighteen thousand Eight hundred fifty two dollars and fifty cents.

Contractor Name: SAVI Construction Inc.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: Ramer

PW Registration #: **2000001284**

State License #: **1116157**

Contractor Company Name: **SAVI Construction Inc.**

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SAVI Construction Inc, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Old Republic Surety Company a corporation organized and existing under the laws of the State of Wisconsin, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten Percent of the Total Bid Amount Dollars ($ 10% of Bid Amount) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 19th day of February, 2026.

SEAL
EST. FEB. 24, 2024
CALIFORNIA

SAVI Construction Inc
Principal
By: [signature]
Title: President

Old Republic Surety Company
Surety

By: [signature] Thao Luu

Attorney-In-Fact
Title

SEAL
1981

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino

On February 25, 2026, before me, Eileen Macias, Notary Public, personally appeared Ramesh Bachuvala, 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 of Notary Public

EILEEN MACIAS
Notary Public - California
San Bernardino County
Commission # 2473790
My Comm. Expires Nov 25, 2027

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- " Individual
- " Corporate Officer

Title(s)

- " Partner(s)
  - " Limited
  - " General
- " Attorney-In-Fact
- " Trustee(s)
- " Guardian/Conservator
- " Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On FEB 19 2026 (Date) before me, Irene Luong (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Thao Luu (Name(s) of Signer(s))

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

IRENE LUONG
Notary Public - California
Orange County
Commission # 2541868
My Comm. Expires Dec 16, 2029

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

Witness my hand and official seal.

Signature _____
Signature of Notary Public Irene Luong

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James W. Moilanen, Yung T. Mullick, Irene Luong, Emilie Young, P. Austin Neff, Christine Woolford, Danielle Hanson

Alexander R. Holsheimer, Thao Luu of Mission Viejo, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of September, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of September, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 9092

Signed and sealed at the City of Brookfield, WI this 19th day of February, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Bond Exchange

№ 5410

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

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

Old Republic Surety Company

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

SURETY, LIABILITY and MISCELLANEOUS

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

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

IN WITNESS WHEREOF, *effective as of the* 14th *day of* December, 19 90, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* December, 19 90.

INSURANCE COMMISSIONER STATE OF CALIFORNIA

ROXANI M. GILLESPIE
Insurance Commissioner

By VICTORIA S. SIDBURY
Deputy

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

D. BIDDER'S ASSURANCE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

FROM:

Name of Bidder: **SAVI Construction Inc.**

Business Address: **6725 Birmingham Dr, Chino, CA 91710**

Telephone No: **805 889-3547**

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps BN-2602-02,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: **Ramesh Bachuvala** TITLE: **President**

E. BIDDER'S DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

SAVI Construction Inc.	Ramesh President
Contractor's Business Name	Contractor Signature Title
6725 Birmingham Dr	Ramesh Bachuvala Secretary
Business Address: Street	By Ramesh Title
Chino, CA 91710	**1116157 & Class A**
City State Zip	Contractor's License No. and Classification
805 889-3547	**02/24/2026**
Business Phone Number	Date
Ramesh Bachuvala President	**6725 Birmingham Dr**
Name Title	Residence: Street
Chino, CA 91710	**805 889-3547**
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

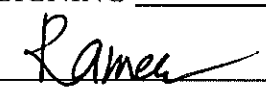
1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM **SAVI Construction Inc.**

TITLE OF PERSON SIGNING **President**

SIGNATURE 

DATE **02/24/2026**

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

NA

G. CERTIFICATION OF PRINCIPAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

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 undertake 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. (Section 1861, Labor Code.)

Signature: Ramesh

Name: **Ramesh Bachuvala**

Title: **President**

Name of Company: **SAVI Construction Inc.**

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of February 2026, at Chino *(place of execution)*, California.

Signature: _____

Name: Ramesh Bachuvala

Title: President

Name of Company: SAVI Construction Inc.

I. NON-COLLUSION DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the **President** of **SAVI Construction Inc.**, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on **02/24/2026** [date], at **Chino** [city], **California** [state].

SAVI Construction Inc.
NAME OF BIDDER

SIGNATURE OF BIDDER

6725 Birmingham Dr,
ADDRESS OF BIDDER

Chino, CA 91710
CITY STATE ZIP

J. REFERENCES OF WORK

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. **City of La Quinta** **78495 Calle Tampico | La Quinta, CA 92253**

Name and Address of Public Agency

David Eastlick **DEastlick@Laquintaca.gov** **760.668.0710**

Name, Email, and Telephone Number of Project Manager

Remove and Replacement of Sidewalk.

Name and Description of Project

$110,000 Original Contract Amount

September 2025 Original Date of Completion

$110,000 Final Contract Amount

On Call Contract 2025 - 2028 Final Date of Completion

Number of Change Orders **0**

2. **City of Laguna Niguel, CA**

Name and Address of Public Agency

Angel Fuertes, PE, **afuertes@annealtagroup.com** **949-212-6990**

Name, Email, and Telephone Number of Project Manager

Remove and Repalcement of Sidewalk and ADA Ramps

Name and Description of Project

$158,000 Original Contract Amount

July 2025 Original Date of Completion

$158,000 Final Contract Amount

July 2025 Final Date of Completion

Number of Change Orders **0**

3. City of Rialto, California

Name and Address of Public Agency

Rudy Victorio 909-820-2532 rvictorio@rialtoca.gov

Name, Email, and Telephone Number of Project Manager

Remove and Replacement of ADA Ramps

Name and Description of Project

$126,000 — Original Contract Amount

May 2025 — Original Date of Completion

$126,000 — Final Contract Amount

May 2025 — Final Date of Completion

Number of Change Orders 0

4. Huntington Beach, California

Name and Address of Public Agency

Max Olin (714) 536-5518 max.olin@surfcity-hb.org

Name, Email, and Telephone Number of Project Manager

Remove and Replacement of ADA Ramps

Name and Description of Project

$212,000 — Original Contract Amount

Jan 2025 — Original Date of Completion

$212,000 — Final Contract Amount

February 2025 — Final Date of Completion

Number of Change Orders 0

For additional References, please add separate sheets.

SAVI Construction Inc.

NAME OF BIDDER

DATE 02/24/2026

SIGNATURE OF BIDDER

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: **NOT APPLICABLE**	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: **0** % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: Ramesh

Printed Name: **Ramesh Bachuvala**

Title: **President**

Firm Name: **SAVI Construction Inc.**

Date: **02/24/2026**

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.[1]

Name of Bidder: **SAVI Construction Inc.**

DIR Registration Number: **2000001284**

DIR Registration Expiration: **06/30/2026**

Small Project Exemption: _____ Yes or **X** No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder **SAVI Construction Inc.**

Signature Ramesh

Name and Title **Ramesh Bachuvala** **President**

Dated **02/24/2026**

[1] If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary

Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amo9unt or percentage of bid

Project Name: **Various Locations ADA Sidewalks & Access Ramps**

Awarding Agency: **City of Lawndale**

Location: _____

Project Number: **PROJECT NO. 602719-24**

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Chrisp Company **2280 South Lilac Ave** **Bloomington CA 92316**	C0908398	**374600**	**$28,215**	**TBD**	**TBD**	**Striping**
909-746-0356						

Signature: _____

Name and Title: **Ramesh Bachuvala** **President**

Date: **02/24/2026**

Company Name: **SAVI Construction Inc.**

EXHIBIT 6

EXHIBIT 7
Prime Contractor File Checklist

Local Contracting Agency (LCA): **City of Lawndale** Prime Contractor Name: **SAVI Construction Inc.**

Project Name: **CDBG Various Locations ADA Sidewalks & Access Ramps** Project Number: **602719-24**

Ramesh Bachuvala — Print Name of *Labor Standards Officer* (LSO)

Ramesh — *LSO Signature*

02/24/2026 — DATE

CONTRACT ACTIVITY	YES	NO	COMMENTS
PRE-BID REQUIREMENTS – Bid Documents must be reviewed and accepted by Grants Management Unit (GMU) *prior to advertising the project and soliciting bids*:			
Submit the project Bid Documents to GMU for review *using the Standard-format Request & Checklist*	X		Date submitted:
Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements			Date received:
Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at www.wdol.gov			Date verified:
Document any reason(s) for not providing a *Wage Modification* issued within 10-days of bid opening			◂ *Attach a copy of the Memo-to-File*
Hold a *Section 3* pre-bid meeting to explain the bid preference & hiring requirements			Pre-Bid Date:
Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results)			Bid Opening Date:
Complete the *Section 3 Bid Evaluation Memorandum* (if applicable) and forward a copy to GMU			Date submitted:
CONTRACT AWARD – Verify the contractor's eligibility *prior to awarding a construction contract* and:			
Check CSLB (http://www.cslb.ca.gov) to ensure contractor has a current license & Worker's Comp insurance			Date:
Check CA Department of Industrial Relations (DIR) at https://efiling.dir.ca.gov/PWCR/Search			Date:
Check CA Department of Industrial Relations (DIR) at http://www.dir.ca.gov/dlse/debar			Date:
Check the *System for Award Management (SAM)* at https://www.sam.gov for Contractor Eligibility			Date:
Date the LCA & Contractor ☐ signed a contract or ☐ council approved the award *(Contract Award date)*			Contract Award Date:
Send a *Notice of Contract Award* letter to DOL/OFCCP *(Contracts $10,000 or more)*			Contract Amount:
Send a copy of the completed *Agency Report of Contract Award form* (ARCA) to GMU			Date sent:
Send a copy of the Prime Contractor's *List of Subcontractors* to GMU			Number of subcontracts:
PRE-CONSTRUCTION CONFERENCE – The LCA's *Labor Standards Officer* must be prepared to present the Labor Standards & *Section 3* requirements:			
LCA notified GMU no less than 10-workdays in advance that a pre-construction conference was scheduled			Notification sent on:
An *Additional Work Classification Request form* received for classifications not listed on *Wage Decision*			Classification:
LCA sent a *Notice to Proceed* to the prime contractor			Start Date:
LCA is reminded to send a copy of all Change Orders to GMU			
Contracts in the amount of ***$10,000*** to $100,000.00 – Ensure that the contractor submits the following MINIMUM documentation:			☐**N/A**
Non-Segregated Facilities Certification form			
Past Performance Certification form			
Notice of Equal Employment Commitment form			
Non-Collusive Declaration form			
County Lobbyist Certification form			
Contracts in the amount of ***$100,000*** or more – Ensure that the contractor submits the following MINIMUM documentation:			☐**N/A**
Federal Lobbyist Certification form			
Section 3 Business Certification form & Resident Certification form for each employee			*Total Employees:* ____ *Low-Income:* ____
Section 3 Commitment form			
Section 3 Economic Opportunity Plan			*Proposed Low-Income New Hires:* ____
Section 3 Economic Opportunity Report (Submit with the final payroll report)			*Total New Hires:* ____ *Low-Income:* ____

Contracts in the amount of ***$250,000*** or more

COMMENTS
☐ N/A

Ensure that the contractor submits the following MINIMUM documentation:

Certification of Intent to Comply with Build America Buy America Act (BABAA) domestic preference requirements.			Date Submitted to HUD: _____
Certification of Intent to Request a BABAA General Applicability or Project-Specific Waiver			Date Submitted to HUD: _____

CONTRACT ACTIVITY

YES	NO	COMMENTS

POSTING REQUIREMENTS – Verify that the Posting Requirements were met at the job site and document the project file for the following:

Federal Wage Decision is posted at the site, accessible to all employees during working hours			CA: _____ Mod: ____ Date: _____
Notice to Employees – Davis-Bacon Poster includes the LCA contact person's name & project number			*Contact Person's Name:* _____
The Law – EEO Poster			
Notice of Equal Employment Opportunity Commitment			
Notice of *Section 3* Commitment			☐ N/A
Documented in file (include the *Project Number*) via: ☐ Photographs ☐ Memo-to-File ☐ Interview form			

EMPLOYEE INTERVIEWS – Conduct *Employee Interviews* **using the HUD-11 form** and reconciling the information on the form with the corresponding CPR and supporting documentation:

Interview forms were reconciled with corresponding CPR to verify the information provided			*Number of Interviews:* _____
Interview forms are complete & attached to corresponding CPR			*Number of Workers:* _____
A minimum of 10% of the workforce was interviewed			*Percentage Accomplished:* _____

CERTIFIED PAYROLL REPORTS (CPR) – Review and verify that each report met the following minimum requirements:

Certificate of Understanding & Authorization form was provided to support non-owner signatures			☐ N/A
Payroll Reports submitted are in the form and format authorized by HUD			*DATE of the FIRST workday:* _____
CPR was numbered Sequential & the last report is annotated "Final"			*DATE of the LAST workday:* _____
CPR includes the Name, Address and EIN of Contractor			
Also include the Name, Address & SSN (or employer-generated ID) of each worker			☐ *Confidential List of employees* is in the file
Work Classifications reported on all CPR correspond with the assigned Federal Wage Decision			
The hourly rate of pay reported on CPR is no less than the prevailing hourly wage rate on the wage decision			
Fringe Benefit Statement reports hourly benefits are paid into ☐ an approved plan or ☐ in cash to the worker			
ALL "Other" deductions are documented and acknowledged or authorized by the worker(s)			
An apprentice status letter from the Federal Office of Apprentice is attached to the CPR for each apprentice			
The Ratio of Apprentice to Journeymen meets ☐ HUD and/or ☐ Local Union standards			

STATEMENT OF COMPLIANCE – Ensure that each payroll report has a *Statement of Compliance* attached and has an original authorized signature:

Was provided in a form & format authorized by HUD and are attached to the corresponding CPR			
Was submitted with an Original *(Authorized)* Signature on each statement			

UNDERPAYMENTS – Enforce the *Labor Standards Provisions* and take the following MINIMUM action steps in an effort to resolve the underpayments: ☐**N/A**

Completed a violation report, documented how the underpayments were discovered, and sent a copy to GMU			Sent on: _____
Provided GMU with a copy of the worksheet that identifies the workers that were underpaid			Number of Workers: _____
Calculated underpayment amount and documented findings on the spreadsheet			Underpayment Amount: _____
Notified the contractor *(in writing)* of the nature of the underpayment & required corrective action to take			Date Notified: _____
Informed the Contractor of his/her Right of Appeal in accordance with the LCA policies			Date Informed: _____
Reported to GMU that the contractor was able to make full restitution payments to all workers			Date Reported: _____
Advised GMU that the contractor was unable to make restitution payments to _____ workers			Outstanding Amount: _____
Letters were sent *(Regular & Certified Mail)* to each of the unfound/underpaid workers			Date: _____
An escrow account was established on _____(date)			Escrow Amount: _____
Submit a 5.7 Enforcement Report *(Unfound workers and/or underpayments of $1,000 or more)* to GMU			Date submitted: _____

POST-CONSTRUCTION REQUIREMENTS – *Request Contract & Labor Compliance File Review* by GMU within 10 workdays of the end of construction:

Has a Notice of Completion been filed for this project?			Date Filed: _____
Was a completion letter sent to the prime contractor to document performance/compliance?			Sent on: _____
Has the LCA provided GMU with copies of all Change Orders? If not send copies with this request			Number of Change Orders: _____
Has the LCA provided GMU with 'after' photographs of the project area? If not, submit with request			Sent on: _____
Submit a standard-format *Request for CDBG Contract & Labor Compliance File Review* of the project files			Date Requested: _____

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

Various Locations ADA Sidewalks & Access Ramps PROJECT NO. 602719-24
Project Name/Number

City of Lawndale
Awarding Agency

SAVI Construction Inc.
Company Name

6725 Birmingham Dr, Chino, CA 91710
Company Address

1116157
License Number

99-1544486
Employer Identification Number

UEI: WQZKBCMLMY25
DUNS Number

This is to certify that the principal{s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Ramesh Bachuvala
Name

Payroll Officer
Title

Signature

02/24/2026
Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

Ramesh Bachuvala
Name

President
Title

Signature

02/24/2026
Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 08/30/2006)

1. FROM (name and address of requesting agency) **City of Lawndale** 14717 Burin Avenue, Lawndale, CA 90260	2. PROJECT NAME AND NUMBER **Various Locations ADA Sidewalks & Access Ramps PROJECT NO. 602719-24** 3. LOCATION OF PROJECT (City, County and State)
4. BRIEF DESCRIPTION OF PROJECT **Remove and Repalcement of Sidewalk and ADA Ramps**	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☒ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Laborer	**$46.48**	**$28.61**
Cement Mason	**$47.70**	**$29.83**

9. PRIME CONTRACTOR (name, address) **SAVI Construction Inc.** **6725 Birmingham Dr, Chino, CA 91710**	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) **NA**

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☒ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)* *Date* *Phone Number*	FOR HUD USE ONLY LR2000: **Log in:** **Log out:**

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas1 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: **02/24/2026** Project Number: **PROJECT NO. 602719-24**

Company: **SAVI Construction Inc.**

Address: **6725 Birmingham Dr, Chino, CA 91710**

By: **Ramesh Bachuvala** Ramesh

Title: **President**

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: **02/24/2026** Project Number: **602719-24** Contract Award $ 218,852.50

Awarding Agency: **City of Lawndale**

Contractor Name: **SAVI Construction Inc.**

Affiliate Company: **NA**

By: **Ramesh Bachuvala** Title: **President**

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: **N/A – Non-Union Contractor**
(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): **SAVI Construction Inc.**

Project Name: **Various Locations ADA Sidewalks & Access Ramps** Project Number: **602719-24**

The Undersigned currently holds a contract with **City of Lawndale (Pending Contract Award)** involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Ramesh Bachuvala
(Print Name)

By: Ramesh
(Signature)

02/24/2026
(Date)

President
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: **SAVI Construction Inc.**

Address: **6725 Birmingham Dr**

State: **CA** Zip Code: **91710** Telephone Number: **(805)889-3547**

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: 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 the 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 $101000 and not more than $100,000 for each such failure.

Authorized Official:

Ramesh Bachuvala
(Print Name)

By: Rame
(Signature)

02/24/2026
(Date)

President
(Title)

EXHIBIT 14
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: **SAVI Construction Inc.**

Address: **6725 Birmingham Dr**

State: **CA** Zip Code: **91710** Telephone Number: (**805)889-3547**

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

SAVI Construction Inc.
(Contractor/Subcontractor)

By: **Ramesh Bachuvala** Ramesh
(Signature)

02/24/2026
(Date)

President
(Title)

EXHIBIT 15

Fringe Benefit Payment Certification

Various Locations ADA Sidewalks & Access Ramps PROJECT NO. 602719-24
PROJECT NAME

City of Lawndale
AWARDING AGENCY / CONTRACTOR

Various locations in City of Lawndale
PROJECT LOCATION

SAVI Construction Inc.
COMPANY NAME

6725 Birmingham Dr, Chino, CA 91710
COMPANY ADDRESS

1116157
LICENSE NUMBER

99-1544486
EMPLOYER IDENTIFICATION NUMBER

UEI: WQZKBCMLMY25
DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

-OR-

☒ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

Ramesh Bachuvala
AUTHORIZED OFFICIAL NAME

President
AUTHORIZED OFFICIAL TITLE/CAPACITY

Ramesh
AUTHORIZED OFFICIAL SIGNATURE

02/24/2026
DATE

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SAVI CONSTRUCTION

***Reported as new to CA.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

271108

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2/25/2026 Project Number: 602719-24 Contract Award $_____

Awarding Agency: _____

Contractor Name: Chrisp Company

Affiliate Company: _____

By: Robert Chrisp Title: President/CEO

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such *contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the* Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there Is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.[1]

Name of Bidder: Chrisp Company

DIR Registration Number: 1000000306

DIR Registration Expiration: 6-30-2028

Small Project Exemption:_____Yes or__X___No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Chrisp Company

Signature Robert Chrisp

Name and Title Robert Chrisp - President/CEO

Dated 2-25-2026

[1] If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of February, at Bloomington *(place of execution)*, California.

Signature: _____
Name: Robert Chrisp
Title: President/CEO
Name of Company: Chrisp Company

Attachment I

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated February 24, 2026.

ATTEST:
Principal: Arman Fard Ghassemi
Oppenheimer National
Address: 31878 Del Obispo ste 118510 San juan Capistrano CA 92675
By:
Title: Teerun Teymoorian -Vice President

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

A D D E N D U M N O. 1

Date: February 24, 2026

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Proposals.

1.0 ADD *– APPENDIX D- CDBG REQUIREMENTS AND FEDERAL WAGE DECISION*

ADDENDUM ISSUED BY:

Nick Petrevski, Associate Engineer

IV. BID DOCUMENTS

A.

PROPOSAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

CONTRACTOR: Oppenheimer National Date: 02-19-26

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2602-02

CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

1000975733
PWCR Registration Number

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$11,440.00	$ 11,440.00
2	1	LS	Traffic Control	601-3.5.2 601-7	$ 15,600.00	$ 15,600.00
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$ 13,000.00	$ 13,000.00
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$13,000.00	$ 26,000.00
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$ 17.55	$ 122,902.65
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$ 286.00	$ 31,460.00
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$ 20.80	$ 9,193.60

(Total Bid in Figures) $229,596.25

(Total Bid in Words) Two Hundred Twenty Nine Thousand Five Hundred Ninety Six Dollars and Twenty Five Cents

Contractor Name: Oppenheimer National

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

Ten percent (10%) of the total bid amount Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: _____

PW Registration #: 1000975733

State License #: 1095956

Contractor Company Name: Oppenheimer National

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Oppenheimer National, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and The Gray Casualty & Surety Company a corporation organized and existing under the laws of the State of Louisiana, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars ($10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 12th day of February, 2026.

Notary Certificate Attached

Oppenheimer National
Principal
By: Teresa Tymoszim
Title: Vice President
February 24, 2026

The Gray Casualty & Surety Company
Surety
By:
Robert Wood
Attorney-in-Fact
Title

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Orange

On February 12th, 2026, before me, Laura Conlon, Notary Public, personally appeared Robert Wood, 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 of Notary Public

LAURA CONLON
COMM. #2521232
Notary Public-California
ORANGE COUNTY
My Comm. Expires Jun 20, 2029

Laura Conlon

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

" Individual
" Corporate Officer

Title(s)

" Partner(s) " Limited " General
X Attorney-In-Fact
" Trustee(s)
" Guardian/Conservator
" Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

The Gray Casualty & Surety Company

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

Two (2)
Number of Pages

February 12th, 2026
Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)

County of Orange)

On Feb 24, 2026 before me, PJ Kehoe, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Teerun Teymoorian

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

PJ KEHOE
Notary Public - California
Orange County
Commission # 2410788
My Comm. Expires Aug 12, 2026

Signature PJ Kehoe

Signature of Notary Public

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

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

Description of Attached Document

Title or Type of Document Bid Bond Document Date _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	Signer Is Representing _____

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THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: CSBA-33744 **Principal:** Oppenheimer National

Project: BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Robert Wood, Magdalena R. Wolfe, Shaunna Rozelle Ostrom, Daniel Huckabay, Dwight Reilly, Arturo Ayala, Michael Stong, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell, and Frank Morones of Orange, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their duly authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of February , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of February , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

D. BIDDER'S ASSURANCE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

FROM:

Name of Bidder: Oppenheimer National

Business Address: 31878 Del Obispo ste 118510
San juan Capistrano CA 92675

Telephone No: 949-264-2640

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps BN-2602-02,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: _____ TITLE: Vice President

Teerun Teymoorian

E. BIDDER'S DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Oppenheimer National	Teerun Teymoorian Vice President
Contractor's Business Name	Contractor Signature Title
31878 Del Obispo ste 118510	Arman Fard-Ghassemi CFO
Business Address: Street	By Title
San juan capistrano Ca 92675	1095956 A,B,C-61
City State Zip	Contractor's License No. and Classification
949-264-2640	02-19-26
Business Phone Number	Date
Teerun Teymoorian Vice President	7372 Walnut Ave Buena Park Ca 90621
Name Title	Residence: Street
Buena Park Ca 90621	949-264-2640
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

Oppenheimer National

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM Oppenheimer National

TITLE OF PERSON SIGNING Vice President

SIGNATURE _____

DATE 02-19-26

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

_____
_____
_____
_____

G. CERTIFICATION OF PRINCIPAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

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 undertake 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. (Section 1861, Labor Code.)

Signature: _____

Name: Teerun Teymoorian

Title: Vice President

Name of Company: Oppenheimer National

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19th day of February, at Laguna Niguel *(place of execution)*, California.

Signature: _____
Name: Teerun Teymoorian
Title: Vice President
Name of Company: Oppenheimer National

I. NON-COLLUSION DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the Vice President of Oppenheimer National, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02-19-26 [date], at Laguna Niguel [city], California [state].

Oppenheimer National
NAME OF BIDDER

SIGNATURE OF BIDDER

31878 Del Obispo ste 118510
ADDRESS OF BIDDER

San Juan Capistrano CA 92675
CITY STATE ZIP

J. REFERENCES OF WORK

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. Lawndale ES School District 4161 W 147th St. LawndaleCA90260

Name and Address of Public Agency

Mayra Mireles mayra_mireles@lawndalesd.net 310-973-3100 ext: 50098

Name, Email, and Telephone Number of Project Manager

Mitchell ES School Asphalt, Sidewalk, Playground and ADA Compliance

Name and Description of Project

$455,662	Aug 2025
Original Contract Amount	Original Date of Completion
$455,662	Aug 2025
Final Contract Amount	Final Date of Completion

Number of Change Orders 2

2. City of inglewood 1 W. Manchester Blvd. #300, Inglewood, CA 90301

Name and Address of Public Agency

Adrian Lee alee@cityofinglewood.org (310) 412-5545

Name, Email, and Telephone Number of Project Manager

Demo, Grading, Concrete, and sitework Inglewood Transfer center Pathway (concrete)

Name and Description of Project

$594,876	Oct 2025
Original Contract Amount	Original Date of Completion
$630,000.00	Nov 2025
Final Contract Amount	Final Date of Completion

Number of Change Orders 2

3. City of San Juan Capistrano 32400 Paseo Adelanto San Juan Capistrano, CA 92675

Name and Address of Public Agency

Paul Meshkin pmeshkin@sanjuancapistrano.org 909-632-3817

Name, Email, and Telephone Number of Project Manager

Arguello ADA & Beautification Project - SJC

Street paving and sidewalk concrete, ADA Ramps, Landscaping

Name and Description of Project

940,000.00 — Original Contract Amount

Sep 2025 — Original Date of Completion

1,000,000.00 — Final Contract Amount

1,000.000.00 — Final Date of Completion

Number of Change Orders 3

4. City of Vernon 4305 Santa Fe Ave Vernon Ca 90023

Name and Address of Public Agency

Carlos velasquez (213) 671-3601 cvelazquez@cityofvernonca.gov

Name, Email, and Telephone Number of Project Manager

4305 Santa Fe Ave ADA Ramps and Treee planting City wide

Name and Description of Project

$657,000.00 — Original Contract Amount

Apr 2025 — Original Date of Completion

$657,000.00 — Final Contract Amount

Apr 2025 — Final Date of Completion

Number of Change Orders 0

For additional References, please add separate sheets.

Oppenheimer National

NAME OF BIDDER

DATE 02-19-26

SIGNATURE OF BIDDER

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address:
Robertsons Ready Mix	200 S Main StSte 200 Corona Ca 92882
Description of Work: concrete Ready mix	
CSLB Contractor License No.	DIR Registration No.
N/A	1000039563
Phone No.	Dollar Amount of Work & % of Work
9514936500	$28,000.00 12%

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: 12 % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☑ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: _____

Printed Name: Teerun Teymoorian

Title: Vice President

Firm Name: Oppenheimer National

Date: 02-19-26

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.[1]

Name of Bidder: Oppenheimer National

DIR Registration Number: 1000975733

DIR Registration Expiration: 06-30-27

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Oppenheimer National

Signature _____

Name and Title Teerun Teymoorian Vice President

Dated 02-19-26

[1] If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Department of Industrial Relations (DIR) Contractor Registration Number

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

Per this requirement, provide the following information:

oppenheimer National

Contractor Name

1000975733

Contractor DIR Registration Number

06-30-27 1000975733

Expiration Date of Registration Number

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

APPENDIX D – CDBG REQUIREMENTS AND FEDERAL WAGE DECISION

BN-2503-02

CDBG Project No. 602719-24

Various Locations ADA Sidewalks & Access Ramps

FEDERALLY ASSISTED PROJECT
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Exhibit 1 - Summary of Contract Provisions for Inclusion in the Notice Inviting Bids for a Federally Funded Project D-2

Exhibit 2 - Federal Labor Standards Provisions - HUD-4010 ..... D-3

Exhibit 3 - Federal Equal Employment Opportunity/Affirmative Action Provisions D-8

Exhibit 4 - Contracting with Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms D-18

Exhibit 5 - Compliance with Clean Air and Water Acts D-19

Exhibit 6 - Prime Contractor's List of Proposed Subcontractors D-20

Exhibit 7 - Prime Contractor File Checklist D-21

Exhibit 8 - Certification of Understanding and Payroll Authorization D-22

Exhibit 9 - Report of Additional Classification and Rate D-23

Exhibit 10 - Non-Segregated Facilities Certification D-24

Exhibit 11 - Past Performance Certification D-25

Exhibit 12 - Notice of Equal Employment Opportunity D-25

Exhibit 13 - Federal Lobbyist Certification D-27

Exhibit 14 - County Lobbyist Certification D-28

Exhibit 15 - Fringe Benefit Payment Certification D-29

Exhibit 16 - Statement of Compliance D-30

Exhibit 17 - Agency Report of Contract Award D-31

Exhibit 18 - Section 3 Clause and Program Forms D-32

Exhibit 19 - Worker's Compensation Certificate D-37

Exhibit 20 - Federal Clauses and Provisions D-38

Exhibit 21 - Federal Wage Decision D-47

EXHIBIT 1

SUMMARY OF CONTRACT PROVISIONS FOR INCLUSION IN THE NOTICE INVITING BIDS FOR A FEDERALLY FUNDED PROJECT

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced, A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This is project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available Online at http://www.dir.ca.gov/dlsr/.

Apprenticeship Program: Attention is directed to Sections 1777,5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 3 Statement: See Page D-32.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA - 24 CFR 85,36 and Non-Profit Organizations - 24 CFR 84.4), 0MB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

A. 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.

(1) 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 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 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 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 (WH1321)) 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) Additional Classifications.

(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;
(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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(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 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 **https://www.dol.gov/agencies/whd/forms** 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 U.S. 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 1235-0008.)

(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; and

(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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **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) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☑has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☑has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Valencia Park Fullerton CDBG 5405

Date: 03-01-25 Project Number: _____ Contract Award: $ 367,057

Awarding Agency: City of Fullerton

Contractor Name: Oppenheimer National Total Number of Employees 5

Affiliate Company: _____

By: _____

Title: Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 3

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

Federal Contract Provision

1. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**. During the performance of this contract, the contractor agrees as follows:

   a. 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 setting forth the provisions of this nondiscrimination clause.

   b. 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.

   c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or 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 or federally assisted construction 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.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisionswill be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contract or may request the United States to enter into such litigation to protect the interests of the United States.

2. **EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;

(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and

female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a

member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sec or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

3. **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

4. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located

outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

EXHIBIT 4

CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

Federal Contract Provision

1. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

   a. Including qualified Small Business and Minority Firms on solicitation lists.

   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

Exhibit 5

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Oppenheimer National

Name of Contractor

31878 Del Obispo ste 118510 San juan Capistrano CA 92675

Address

Vice president

Signature and Title

02-24-26

Date

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary

Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amo9unt or percentage of bid

BN-2602-02
CDBG Project No. 602719-24

Project Name: Various Locations ADA Sidewalks & Access Ramps

Awarding Agency: City of lawndale

Location: Citywide Lawndale

Project Number: 602719-24

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Robertson Ready Mix Industries 200 S main ste colton Ca 92882 9514736500		N/A	TBD 12% 28,000	Apr 2026	May 2026	Concrete Ready mix

Signature:

Name and Title: Teerun Teymoorian -Vice President

Date: 02-24-26

Company Name: Oppenheimer National

EXHIBIT 6

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps
Project Name/Number

City of lawndale
Awarding Agency

Oppenheimer National
Company Name

31878 Del Obispo ste 118510 San juan Capistrano CA 92675
Company Address

1095956
License Number

88-3720322
Employer Identification Number

11-911-5424
DUNS Number

This is to certify that the principal{s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Teerun Teymoorian
Name

Vice President
Title

Signature

02-24-26
Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

Oppenheimer National
Name

Vice President
Title

Signature

02-24-26
Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 06/30/2006)

1. FROM (*name and address of requesting agency*)	2. PROJECT NAME AND NUMBER 3. LOCATION OF PROJECT (City, County and State)
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)* *Date* *Phone Number*	FOR HUD USE ONLY LR2000: Log in: Log out:

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas1 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 02-24-26 Project Number: BN-2602-02 CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps

Company: Oppenheimer National

Address: 31878 Del Obispo ste 118510 San juan Capistrano CA 92675

By: _____

Title: Vice President -Teerun Teymoorian

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 03-01-25 Project Number: 54055 Velencia Park Contract Award $ 367,057

Awarding Agency: City of Fullerton

Contractor Name: Oppenheimer National

Affiliate Company: _____

By: _____ Title: Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: AGC OC CHAPTER
(Name of Labor Union, Workers Representative, etc.)

920 Poinsettia St N, Santa Ana, CA 92701
(Address)

Name of Business (Contractor): Oppenheimer National

Project Name: BN-2602-02 CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps

Project Number: BN-2602-02 CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps

The Undersigned currently holds a contract with City involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Teerun Teymoorian
(Print Name)

By: _____
(Signature)

02-24-26
(Date)

Vice President
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: Oppenheimer National

Address: 31878 Del Obispo ste 118510 San juan Capistrano

State: CA Zip Code: 92675 Telephone Number: (949-264-2640

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: 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 the 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 $101000 and not more than $100,000 for each such failure.

Authorized Official:

Teerun Teymoorian
(Print Name)

By: _____
(Signature)

12-24-26
(Date)

Vice President
(Title)

EXHIBIT 14
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: Oppenheimer National

Address: 31878 Del Obispo San Juan Capistrano

State: CA Zip Code: 92675 Telephone Number: (949)264-2640

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

Oppenheimer National
(Contractor/Subcontractor)

By: _____
(Signature)

02-24-26
(Date)

Vice President
(Title)

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Oppenheimer National	31878 Del Obispo ste 118510 San juan Capistrano CA 92675
Name of Contractor/Subcontractor	Address
Teerun Teymoorian	Vice President
Print Name	Title
	02-24-26
Signature	Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

N/A

Business Name: Oppenheimer National

Address: 31878 Del Obispo ste 118510

City/State/Zip Code: San juan Capistrano CA 92675

Telephone Number: 949-264-2640 **Email Address:** bid@oppnat.com

This business is a Section 3 business concern based on one of the following categories, as documented:

☐ **A. Business is 51% or more owned by low- or very low-income persons,**

(Attach a Section 3 Worker Certification(s) for each owner to this certification.)

☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
- Indicate total number of labor hours performed by all workers: _____ Hours
- Calculate the percentage of labor hours by Section 3 workers: _____ %

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

or

☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.**

(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____	Vice President	02-24-26
Signature	Title	Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

☐ **51% owned by low- or very low-income persons,**

☐ **75% of labor hours performed by Section 3 workers, or**

☐ **51% currently owned and controlled by public housing or Section 8-assisted housing residents.**

Approved by: (Print Name)_____ **Signature:**_____ **Date:**_____

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self- insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance 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.

Oppenheimer National
CONTRACTOR

By:_____
AUTHORIZED REPRESENTATIVE

Vice President
TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Oppenheimer National

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

31878 Del Obispo Ste 118510

6 City, state, and ZIP code

San juan Capistrano, Ca, 92675

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	8	–	3	7	2	0	3	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▸ Tee Teymoorian | **Date** ▸ 02-23-26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment J

IV. BID DOCUMENTS

A.

PROPOSAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

CONTRACTOR: TVR Construction Engineering LLC Date: 02/25/2026

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2602-02

CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

84-4951171
PWCR Registration Number

B. BID SCHEDULE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	$ 5,000.00	$ 5,000.00
2	1	LS	Traffic Control	601-3.5.2 601-7	$ 10,000.00	$ 10,000.00
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	$ 15,000.00	$ 15,000.00
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$ 8,500.00	$ 17,000.00
5	7,003	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	$ 22.00	$ 154,066.00
6	110	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5	$ 130.00	$ 14,300.00
7	442	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	$ 33.00	$ 14,586.00

(Total Bid in Figures) $ 229,952.00

(Total Bid in Words) Two hundred twenty-nine thousand nine hundred fifty-two and ninety cents.

Contractor Name: TVR Construction Engineering LLC

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% of the total amount of project Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: 

PW Registration #: 84-4951171

State License #: 1064223 - A

Contractor Company Name: TVR Construction Engineering LLC

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: February 23rd, 2026 AGENT CODE: 04 28733

ATTENTION: Bob Number of Pages: 5

RE: Bond 67788112 . T V R Construction Engineering LLC

BN-2602-02-CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps 10%

Contract Amount: $ 300,000.00
Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: $_____
Contract Date: _____
Next two lowest bidders: $_____
$
Was the principal the low bidder? ☐ Yes ☐ No
Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit **cnasurety.com** and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

**IMPORTANT NOTICE AND REMINDER: Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Bond No. 67788112

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, T V R Construction Engineering LLC, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2602-02 - CDBG Project No. 602719-24, Various Locations ADA Sidewalks & Access Ramps** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and WESTERN SURETY COMPANY a corporation organized and existing under the laws of the State of South Dakota, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars ($ 10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 25th day of February, 2026.

T V R Construction Engineering LLC
Principal
By: [signature]
Title: OWNER

WESTERN SURETY COMPANY
Surety
By: Bob Hanna

BERNABA PRINCE HANNA, Attorney in Fact
Title

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Riverside

On 02/24/2026, 20, before me, Krista Chavez Notary Public, personally appeared Sergio Bebawy, 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 of Notary Public

KRISTA CHAVEZ
COMM. #2411138
NOTARY PUBLIC CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Aug 15, 2026

Krista Chavez

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) — Limited / General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

☐ **Acknowledgment of Principal**

☒ **Acknowledgment of Surety (Attorney-in-Fact)**

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

STATE OF California)
COUNTY OF _____) ss

On _____ (date) _____ before me, _____ (here insert name and title of the officer),

personally appeared BERNABA PRINCE HANNA (name(s) of signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

(The balance of this page is intentionally left blank.)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67788112

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint BERNABA PRINCE HANNA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: T V R Construction Engineering LLC

Obligee: City of Lawndale

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67788112 is not issued on or before midnight of May 26th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 25th day of February, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

D. BIDDER'S ASSURANCE

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

FROM:

Name of Bidder: TVR Construction Engineering LLC

Business Address: 4230 Michael St.

Riverside, CA - 92507

Telephone No: (714) 927 6664

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602719-24 Various Locations ADA Sidewalks & Access Ramps BN-2602-02,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: Gergis Bebawy TITLE: Owner

E. BIDDER'S DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

TVR Construction Engineering LLC
Contractor's Business Name

4230 Michael St.
Business Address: Street

Riverside CA 92507
City State Zip

Classification A

(714) 927 6664
Business Phone Number

Gergis Bebawy Owner
Name Title

Riverside CA 92507
City State Zip

Gergis Owner
Contractor Signature Title

Gergis Bebawy Owner
By Title

1064223 - A
Contractor's License No. and

02/25/2026
Date

4230 Michael St.Riverside CA 92507
Residence: Street

(714) 927 6664
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co- partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM TVR Construction Engineering LLC

TITLE OF PERSON SIGNING Owner

SIGNATURE 

DATE 02/25/2026

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

G. CERTIFICATION OF PRINCIPAL

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

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 undertake 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. (Section 1861, Labor Code.)

Signature: _____

Name: Gergis Bebawy

Title: Owner

Name of Company: TVR Construction Engineering LLC

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of February, at Riverside *(place of execution)*, California.

Signature: _____
Name: Gergis Bebawy
Title: Owner
Name of Company: TVR Construction Engineering LLC

I. NON-COLLUSION DECLARATION

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the Owner of TVR Construction Engineering LLC, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/25/2026 [date], at Riverside [city], CA [state].

TVR Construction Engineering LLC
NAME OF BIDDER

SIGNATURE OF BIDDER

4230 Michael St.
ADDRESS OF BIDDER

Riverside, CA - 92507
CITY STATE ZIP

J. REFERENCES OF WORK

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. CDBG Sidewalk improvement
Name and Address of Public Agency
City of La Verne, 3660 "D" Street La Verne,CA92522
Name, Email, and Telephone Number of Project Manager
Cody Howing (909)594-9702

CDBG Sidewalk improvement
Name and Description of Project

Original Contract Amount	Original Date of Completion
$74,678.00	Sep.2023
Final Contract Amount	Final Date of Completion

Number of Change Orders

2. Sidewalk Curb & Gutter Removal and Replacement
Name and Address of Public Agency
City of Laguna Niguel ,30111 Crown Valley Parkway,Laguna Niguel CA
Name, Email, and Telephone Number of Project Manager
Harrison Martin (949)362-4316

Sidewalk Curb & Gutter Removal and Replacement
Name and Description of Project

Original Contract Amount	Original Date of Completion
$199,970.00	Feb. 2024
Final Contract Amount	Final Date of Completion

Number of Change Orders

3. CDBG ADA Curb Ramps Project

Name and Address of Public Agency

City of La Duarte ,1600 Huntington Drive Duarte ,CA 91010

Name, Email, and Telephone Number of Project Manager

Brian Chau 626-357-7931

CDBG ADA Curb Ramps Project

Name and Description of Project

Original Contract Amount	Original Date of Completion
$118,550.00	March 2024
Final Contract Amount	Final Date of Completion

Number of Change Orders_____

4. Annual Miscellaneous Infrastructure Repairs Project

Name and Address of Public Agency

City Of Palos Vereds 340 Palos Verdes Drive West ,Palos Verdes Estates, CA 90274

Name, Email, and Telephone Number of Project Manager

Bianca Navarro 310-378-0383

Annual Miscellaneous Infrastructure Repairs Project

Name and Description of Project

Original Contract Amount	Original Date of Completion
106,550.00	August 2024
Final Contract Amount	Final Date of Completion

Number of Change Orders_____

For additional References, please add separate sheets.

TVR Construction Engineering LLC

NAME OF BIDDER DATE 02/25/2026

SIGNATURE OF BIDDER

K. SUBCONTRACTORS LIST

BN-2602-02
CDBG Project No. 602719-24
Various Locations ADA Sidewalks & Access Ramps

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: N/A	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors:_____% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: 

Printed Name: Gergis Bebawy

Title: Owner

Firm Name: TVR Construction Engineering LLC

Date: 02/25/2026

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.[1]

Name of Bidder: TVR Construction Engineering LLC

DIR Registration Number: 1000640510

DIR Registration Expiration: 06/30/2027

Small Project Exemption:_____Yes or_____No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder TVR Construction Engineering LLC

Signature _____

Name and Title Gergis Bebawy - Owner

Dated 02/25/2026

[1] If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

A D D E N D U M N O. 1

Date: February 24, 2026

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Proposals.

1.0 ADD *– APPENDIX D- CDBG REQUIREMENTS AND FEDERAL WAGE DECISION*

ADDENDUM ISSUED BY:

Nick Petrevski, Associate Engineer

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602719-24 VARIOUS LOCATIONS
ADA SIDEWALKS AND ACCESS RAMPS

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated February 24, 2026.

ATTEST:
Principal: TVR Construction Engineering LLC
Address: 4230 Michael St., Riverside, CA - 92507
By: Gergis Bebawy
Title: Owner

APPENDIX D – CDBG REQUIREMENTS AND FEDERAL WAGE DECISION

BN-2503-02

CDBG Project No. 602719-24

Various Locations ADA Sidewalks & Access Ramps

FEDERALLY ASSISTED PROJECT
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Exhibit 1 - Summary of Contract Provisions for Inclusion in the Notice Inviting Bids for a Federally Funded Project D-2

Exhibit 2 - Federal Labor Standards Provisions - HUD-4010 ..... D-3

Exhibit 3 - Federal Equal Employment Opportunity/Affirmative Action Provisions D-8

Exhibit 4 - Contracting with Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms D-18

Exhibit 5 - Compliance with Clean Air and Water Acts D-19

Exhibit 6 - Prime Contractor's List of Proposed Subcontractors D-20

Exhibit 7 - Prime Contractor File Checklist D-21

Exhibit 8 - Certification of Understanding and Payroll Authorization D-22

Exhibit 9 - Report of Additional Classification and Rate D-23

Exhibit 10 - Non-Segregated Facilities Certification D-24

Exhibit 11 - Past Performance Certification D-25

Exhibit 12 - Notice of Equal Employment Opportunity D-25

Exhibit 13 - Federal Lobbyist Certification D-27

Exhibit 14 - County Lobbyist Certification D-28

Exhibit 15 - Fringe Benefit Payment Certification D-29

Exhibit 16 - Statement of Compliance D-30

Exhibit 17 - Agency Report of Contract Award D-31

Exhibit 18 - Section 3 Clause and Program Forms D-32

Exhibit 19 - Worker's Compensation Certificate D-37

Exhibit 20 - Federal Clauses and Provisions D-38

Exhibit 21 - Federal Wage Decision D-47

EXHIBIT 1

SUMMARY OF CONTRACT PROVISIONS FOR INCLUSION IN THE NOTICE INVITING BIDS FOR A FEDERALLY FUNDED PROJECT

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced, A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This is project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available Online at http://www.dir.ca.gov/dlsr/.

Apprenticeship Program: Attention is directed to Sections 1777,5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 3 Statement: See Page D-32.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA - 24 CFR 85,36 and Non-Profit Organizations - 24 CFR 84.4), 0MB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

A. 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.

(1) 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 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 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 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 (WH1321)) 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) Additional Classifications.

(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;
(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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 **https://www.dol.gov/agencies/whd/forms** 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 U.S. 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 1235-0008.)

(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; and

(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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **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) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☑bidder, ☐proposed sub-contractor, hereby certifies that he/she ☑has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☑has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 02/25/2026 Project Number: 602719-24 Contract Award: $ TBD

Awarding Agency: City of Lawndale

Contractor Name: TVR Construction EngineerinLLC Total Number of Employees 10

Affiliate Company: _____

By: Gergis Bebawy

Title: Owner

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 3

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

Federal Contract Provision

1. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**. During the performance of this contract, the contractor agrees as follows:

   a. 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 setting forth the provisions of this nondiscrimination clause.

   b. 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.

   c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or 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 or federally assisted construction 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.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contract or may request the United States to enter into such litigation to protect the interests of the United States.

2. **EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;

(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and

female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a

member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sec or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

3. **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

4. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located

outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

EXHIBIT 4

CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

Federal Contract Provision

1. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

   a. Including qualified Small Business and Minority Firms on solicitation lists.

   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

Exhibit 5

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

TVR Construction Engineering LLC

Name of Contractor

4230 Michael St., Riverside, CA - 92507

Address

Owner

Signature and Title

02/25/2026

Date

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary

Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amo9unt or percentage of bid

Project Name: Community Development Block Grant (CDBG)

Awarding Agency: City Of Lawandle

Location: Various Locations

Project Number:

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
N/A						

Signature: Gergis

Name and Title: Gergis Bebawy Owner

Date: 02/25/2026

Company Name: TVR Construction Engineering LLC

EXHIBIT 6

EXHIBIT 7
Prime Contractor File Checklist

Local Contracting Agency (LCA): City of Lawandle Prime Contractor Name: TVR Construction EngineerinLLC

Project Name: Community Development Block Grant (CDBG) Project Number: 602719-24

Print Name of *Labor Standards Officer* (LSO) | *LSO Signature* | DATE

CONTRACT ACTIVITY	YES	NO	COMMENTS
PRE-BID REQUIREMENTS – Bid Documents must be reviewed and accepted by Grants Management Unit (GMU) *prior to advertising the project and soliciting bids*:			
Submit the project Bid Documents to GMU for review *using the Standard-format Request & Checklist*			Date submitted:
Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements			Date received:
Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at www.wdol.gov			Date verified:
Document any reason(s) for not providing a *Wage Modification* issued within 10-days of bid opening			◂ *Attach a copy of the Memo-to-File*
Hold a *Section 3* pre-bid meeting to explain the bid preference & hiring requirements			Pre-Bid Date:
Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results)			Bid Opening Date:
Complete the *Section 3 Bid Evaluation Memorandum* (if applicable) and forward a copy to GMU			Date submitted:
CONTRACT AWARD – Verify the contractor's eligibility *prior to awarding a construction contract* and:			
Check CSLB (*http://www.cslb.ca.gov*) to ensure contractor has a current license & Worker's Comp insurance			Date:
Check CA Department of Industrial Relations (DIR) at *https://efiling.dir.ca.gov/PWCR/Search*			Date:
Check CA Department of Industrial Relations (DIR) at http://www.dir.ca.gov/dlse/debar			Date:
Check the *System for Award Management (SAM)* at *https://www.sam.gov* for Contractor Eligibility			Date:
Date the LCA & Contractor ☐ signed a contract or ☐ council approved the award *(Contract Award date)*			Contract Award Date:
Send a *Notice of Contract Award* letter to DOL/OFCCP *(Contracts $10,000 or more)*			Contract Amount:
Send a copy of the completed *Agency Report of Contract Award form* (ARCA) to GMU			Date sent:
Send a copy of the Prime Contractor's *List of Subcontractors* to GMU			Number of subcontracts:
PRE-CONSTRUCTION CONFERENCE – The LCA's *Labor Standards Officer* must be prepared to present the Labor Standards & *Section 3* requirements:			
LCA notified GMU no less than 10-workdays in advance that a pre-construction conference was scheduled			Notification sent on:
An *Additional Work Classification Request form* received for classifications not listed on *Wage Decision*			Classification:
LCA sent a *Notice to Proceed* to the prime contractor			Start Date:
LCA is reminded to send a copy of all Change Orders to GMU			
Contracts in the amount of ***$10,000*** to $100,000.00 – Ensure that the contractor submits the following MINIMUM documentation:			☐**N/A**
Non-Segregated Facilities Certification form			
Past Performance Certification form			
Notice of Equal Employment Commitment form			
Non-Collusive Declaration form			
County Lobbyist Certification form			
Contracts in the amount of ***$100,000*** or more – Ensure that the contractor submits the following MINIMUM documentation:			☐**N/A**
Federal Lobbyist Certification form			
Section 3 Business Certification form & Resident Certification form for each employee			*Total Employees:* ____ *Low-Income:* ____
Section 3 Commitment form			
Section 3 Economic Opportunity Plan			*Proposed Low-Income New Hires:* ____
Section 3 Economic Opportunity Report (Submit with the final payroll report)			*Total New Hires:* ____ *Low-Income:* ____

Contracts in the amount of ***$250,000*** or more

COMMENTS
☐ N/A

Ensure that the contractor submits the following MINIMUM documentation:

Certification of Intent to Comply with Build America Buy America Act (BABAA) domestic preference requirements.			Date Submitted to HUD: _____
Certification of Intent to Request a BABAA General Applicability or Project-Specific Waiver			Date Submitted to HUD: _____

CONTRACT ACTIVITY

	YES	NO	COMMENTS

POSTING REQUIREMENTS – Verify that the Posting Requirements were met at the job site and document the project file for the following:

Federal Wage Decision is posted at the site, accessible to all employees during working hours			CA: _____ Mod: ____ Date: _____
Notice to Employees – Davis-Bacon Poster includes the LCA contact person's name & project number			*Contact Person's Name:* _____
The Law – EEO Poster			
Notice of Equal Employment Opportunity Commitment			
Notice of *Section 3* Commitment			☐ N/A
Documented in file (include the *Project Number*) via: ☐ Photographs ☐ Memo-to-File ☐ Interview form			

EMPLOYEE INTERVIEWS – Conduct *Employee Interviews* **using the HUD-11 form** and reconciling the information on the form with the corresponding CPR and supporting documentation:

Interview forms were reconciled with corresponding CPR to verify the information provided			*Number of Interviews:* _____
Interview forms are complete & attached to corresponding CPR			*Number of Workers:* _____
A minimum of 10% of the workforce was interviewed			*Percentage Accomplished:* _____

CERTIFIED PAYROLL REPORTS (CPR) – Review and verify that each report met the following minimum requirements:

Certificate of Understanding & Authorization form was provided to support non-owner signatures			☐ N/A
Payroll Reports submitted are in the form and format authorized by HUD			*DATE of the FIRST workday:* _____
CPR was numbered Sequential & the last report is annotated "Final"			*DATE of the LAST workday:* _____
CPR includes the Name, Address and EIN of Contractor			
Also include the Name, Address & SSN (or employer-generated ID) of each worker			☐ *Confidential List of employees* is in the file
Work Classifications reported on all CPR correspond with the assigned Federal Wage Decision			
The hourly rate of pay reported on CPR is no less than the prevailing hourly wage rate on the wage decision			
Fringe Benefit Statement reports hourly benefits are paid into ☐ an approved plan or ☐ in cash to the worker			
ALL "Other" deductions are documented and acknowledged or authorized by the worker(s)			
An apprentice status letter from the Federal Office of Apprentice is attached to the CPR for each apprentice			
The Ratio of Apprentice to Journeymen meets ☐ HUD and/or ☐ Local Union standards			

STATEMENT OF COMPLIANCE – Ensure that each payroll report has a *Statement of Compliance* attached and has an original authorized signature:

Was provided in a form & format authorized by HUD and are attached to the corresponding CPR			
Was submitted with an Original *(Authorized)* Signature on each statement			

UNDERPAYMENTS – Enforce the *Labor Standards Provisions* and take the following MINIMUM action steps in an effort to resolve the underpayments: **☐N/A**

Completed a violation report, documented how the underpayments were discovered, and sent a copy to GMU			Sent on: _____
Provided GMU with a copy of the worksheet that identifies the workers that were underpaid			Number of Workers: _____
Calculated underpayment amount and documented findings on the spreadsheet			Underpayment Amount: _____
Notified the contractor *(in writing)* of the nature of the underpayment & required corrective action to take			Date Notified: _____
Informed the Contractor of his/her Right of Appeal in accordance with the LCA policies			Date Informed: _____
Reported to GMU that the contractor was able to make full restitution payments to all workers			Date Reported: _____
Advised GMU that the contractor was unable to make restitution payments to _____ workers			Outstanding Amount: _____
Letters were sent *(Regular & Certified Mail)* to each of the unfound/underpaid workers			Date: _____
An escrow account was established on _____(date)			Escrow Amount: _____
Submit a 5.7 Enforcement Report *(Unfound workers and/or underpayments of $1,000 or more)* to GMU			Date submitted: _____

POST-CONSTRUCTION REQUIREMENTS – *Request Contract & Labor Compliance File Review* by GMU within 10 workdays of the end of construction:

Has a Notice of Completion been filed for this project?			Date Filed: _____
Was a completion letter sent to the prime contractor to document performance/compliance?			Sent on: _____
Has the LCA provided GMU with copies of all Change Orders? If not send copies with this request			Number of Change Orders: _____
Has the LCA provided GMU with 'after' photographs of the project area? If not, submit with request			Sent on: _____
Submit a standard-format *Request for CDBG Contract & Labor Compliance File Review* of the project files			Date Requested: _____

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

Community Development Block Grant (CDBG)	602719-24
Project Name/Number	Awarding Agency

TVR Construction EngineerinLLC

Company Name

4230 Michael St., Riverside, CA - 92507

Company Address

1064223 - A	84-4951171	1000640510
License Number	Employer Identification Number	DUNS Number

This is to certify that the principal{s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Raffi Thomassian	
Name	Title
Raffi Thomassian	02/25/2026
Signature	Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

Gergis Bebawy	Owner
Name	Title
Gergis	02/25/2026
Signature	Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 09/30/2006)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER 3. LOCATION OF PROJECT (City, County and State)
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

_____ **Agency Representative** *(Typed name and signature)* _____ *Date* _____ *Phone Number*	FOR HUD USE ONLY LR2000: **Log in:** **Log out:**

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas1 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 02/25/2026 Project Number: 602719-24

Company: TVR Construction EngineerinLLC

Address: 4230 Michael St., Riverside, CA - 92507

By: Gergis Bebawy

Title: Owner

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 02/25/2026 Project Number: 602719-24 Contract Award $ TBD

Awarding Agency: City of Lawndale

Contractor Name: TVR Construction EngineerinLLC

Affiliate Company: _____

By: Gergis Bebawy Title: Owner

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated In a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, LJ.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

(A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (priVate employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1 .5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
  - b. Serve .is a depository of Government funds In any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: AGC of America
(Name of Labor Union, Workers Representative, etc.)

6212 Ferris Square , San Diego, CA, 92121
(Address)

Name of Business (Contractor): TVR Construction EngineerinLLC

Project Name: Community Development Block Grant (CDBG) Project Number: 602719-24

The Undersigned currently holds a contract with N/A involving funds of the U, S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Gergis Bebawy
(Print Name)

By: _____
(Signature)

02/25/2026
(Date)

Owner
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: TVR Construction Engineering LLC

Address: 4230 Michael St. Riverside

State: CA Zip Code: 92507 Telephone Number: (714) 927 6664

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant1 loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection ·with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;

3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: 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 the 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 $101000 and not more than $100,000 for each such failure.

Authorized Official:

Gergis Bebawy
(Print Name)

By: Gergis
(Signature)

02/25/2026
(Date)

Owner
(Title)

EXHIBIT 14

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: TVR Construction Engineering LLC

Address: 4230 Michael St. Riverside

State: CA Zip Code: 92507 Telephone Number: ((714)) 927 6664

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

Gergis Bebawy
(Contractor/Subcontractor)

By: Gergis
(Signature)

02/25/2026
(Date)

Owner
(Title)

EXHIBIT 15

Fringe Benefit Payment Certification

Community Development Block Grant (CDBG) — PROJECT NAME

City of Lawndale — AWARDING AGENCY / CONTRACTOR

City of Lawndale Various Location — PROJECT LOCATION

TVR Construction EngineerinLLC — COMPANY NAME

4230 Michael St., Riverside, CA - 92507 — COMPANY ADDRESS

1064223 - A — LICENSE NUMBER

84-4951171 — EMPLOYER IDENTIFICATION NUMBER

1000640510 — DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

-OR-

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

Gergis Bebawy — AUTHORIZED OFFICIAL NAME

Owner — AUTHORIZED OFFICIAL TITLE/CAPACITY

Gergis. — AUTHORIZED OFFICIAL SIGNATURE

02/25/2026 — DATE

EXHIBIT 16

STATE OF CALIFORNIA
STATEMENT OF COMPLIANCE

Date: _____

_____ _____ do hereby state:
(Name of signatory party) *(Title)*

(1) That I pay or supervise the payment of the persons reported on the Certified Payroll Report by

_____ on the _____, that during the payroll period
(Contractor or subcontractor) (Project)

commencing on the _____ day of _____ and ending the _____ day

of _____ 20____, all persons working on said project have been paid the full weekly sums earned, that no rebates have been or will be made either directly or indirectly to, or on behalf of, said _____ from the full weekly sums earned by any person
(Contractor or subcontractor)

and that no deductions have been made either directly or indirectly from the full sums earned by any person, other than permissible deductions, as described below:

_____

_____

_____

(2) That any payrolls or listings or 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.

(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 or listings 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 or listings has been paid as indicated on the payroll or listings 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

Also, 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).

EXHIBIT 17
AGENCY REPORT OF CONSTRUCTION CONTRACT AWARD

TO: Grants Management Unit (GMU)
Los Angeles County Development Authority (LACDA)

Date: _____

FROM: _____ Local Contracting Agency Name: _____

Project Name: _____ Project Number: _____

A formal bid opening, or informal solicitation for this construction contract was held on: Date: _____
A ☐Contract ☐Subcontract was awarded to the contractor identified below on: Date: _____
The contract amount for the scope of work to be performed by this Contractor, as detailed below, is: Amount: _____
This ☐is or ☐is not a *Section 3 qualified construction contract* _____
A *Section 3* Pre-Bid Meeting was held on: Date: _____

The Contractor's Eligibility was verified prior to the contract with search results from:
California Contractors State Licensing Board (CSLB) website (http://www.cslb.ca.gov) on: Date: _____
California Department of Industrial Relations (DIR) website (https://www.dir.ca.gov/dlse/debar.html on: Date: _____
Federal List of Parties Excluded from federal contract award website (https://sam.gov/content/exclusions) on: Date: _____

A *Notice of Contract Award* letter was sent to the U.S. Dept. of Labor, OFCCP (contracts $10,000 or more) on: Date: _____

▶Identify the detailed scope of work FOR THIS CONTRACTOR

Estimated Start Date: _____ *Estimated Completion Date:* _____

_____
_____
_____
_____

▶Identify the work classifications to be USED BY THIS CONTRACTOR at the construction site

Estimated Workforce size: _____

☐ Asbestos Worker	☐ Equipment Operator Group ____	☐ Lather	☐ Roofer
☐ Bricklayer	☐ Glazier	☐ Marble setter	☐ Sheet metal worker
☐ Carpenter	☐ Ironworker	☐ Painter	☐ Terrazzo Worker
☐ Cement Mason	☐ Laborer Group ____	☐ Plasterer	☐ Tile layer
☐ Electrician	☐ Labor/Striper Group ____	☐ Plumber	☐ _____ (other)

The Contractor(s) acknowledge, by signature below, that: "*This construction project is funded in whole or in part with Federal funds.*"
A copy of the *Federal Labor Standards Provisions* (HUD-4010 form), is attached to the contractor's copy of this form.
A copy of the assigned *Federal Wage Decision* identified below will be attached to the contractor's copy of this form.
Federal Wage Decision Number: CA _____ Mod. ____, DATED _____ (https://sam.gov/content/wage-determinations).

The Contractor(s) further acknowledges that the prevailing wage and fringe benefit rates must be paid to all workers each week.

Print Company Name above – ☐*Prime Contractor* ☐*Subcontractor*

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

☐*Black American* ☐*Women Owned Business* ☐*Native American*
☐*White American* ☐*Minority Owned Business* ☐*Hasidic Jews*
☐*Hispanic American* ☐*Section 3 Qualified Business* ☐*Asian/Pacific American*

Print Company Name above – ☐*Subcontractor* ☐*Lower-tier*

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

☐*Black American* ☐*Women Owned Business* ☐*Native American*
☐*White American* ☐*Minority Owned Business* ☐*Hasidic Jews*
☐*Hispanic American* ☐*Section 3 Qualified Business* ☐*Asian/Pacific American*

Tips for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form will help the LCA to complete HUD's Semi-Annual and Annual reporting requirements. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. Process the ARCA as follows:

- **Local Contracting Agency (LCA) must;**
  - Enter the basic project information on the form,
  - Enter the dollar amount of the Prime Contract
  - Explain the prevailing wage requirements as outlined in the specifications,
  - Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor,
  - Collect form from the contractor and review for accuracy,
  - Initial and email completed form(s) to GMU.

- **Prime Contractor must;**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower left section – business address and EEO portion, and
  - Sign and return the form to the LCA.
  - **Subcontractor form**, provide the dollar amount of each subcontract
    - Ensure subcontractor has a copy of the *HUD-4010* form & Federal *Wage Decision*
    - Collect form from the sub-contractor and review it for accuracy
    - Sign and forward the form to the LCA

- **Sub and Lower-tier contractor must;**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower right section – business address and EEO portion, and
  - Sign and return the form to the Prime Contractor.

1. **Date of Public Bid Opening or Informal Solicitation Date**: Date that the LCA held the public bid opening, or the date that the contract opened for vendor offers through informal solicitation.

2. **Contract Award Date**:
   Prime Contracts, the date that the contractor signed an agreement with the LCA.
   Subcontracts, the date the subcontractor signed an agreement with, or work commenced for the prime contractor.
   Lower-tier contracts, the date the lower-tier signed an agreement with, or work commenced for the subcontractor.

3. **Section 3-Qualified Contracts**: The LCA is required to conduct a presentation of the requirements and labor hour benchmarks of *Section 3* during the *Pre-Bid Meeting*. In addition, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide GMU with a copy of their evaluation. A standard-format evaluation form is available for reference and use during the evaluation process.

4. **Contractor Eligibility**: Prior to awarding a contract for construction, the LCA must ensure the contractor is eligible to receive federal funds, and that the contractor's license is current and active as part of the LCA bid evaluation process. The eligibility check includes:

   1. Obtaining the state license number of each bidder and proposed sub-contractor
   2. Contact the CA Contractor State License Board on-line at http://www.cslb.ca.gov
   3. Enter the contractor's license number and click on "Check License"
   4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
   5. Print a copy of this page to assist in completing the contractor's eligibility verification.
      a. First, access the CA Department of Industrial Relations website:
         i. at https://www.dir.ca.gov/dlse/debar.html to ensure that the contractor is not debarred
      b. Next, access the Federal List of Parties Excluded from receiving federal funds on-line at https://sam.gov/content/exclusions
   6. Print the results of your search and place a copy in the contractor's *Labor Standards Enforcement File*

5. **Contractor Acknowledgement**: By signing this form the contractor(s) acknowledges that this project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative.

6. **Federal Labor Standards Provisions**: A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.

7. **Federal Wage Decision**: A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.

8. **Contractor's Acknowledgement**: To pay workers each week no less than the hourly wage and fringe benefits rates identified in the assigned wage decision.

9. **Notice of Contract Award**: Within 10-days of the award date, a *Notice of Contract Award* letter must sent to the Office of Federal Contract Compliance Programs (*OFCCP*) at the address below for contracts awarded in the amount of $10,000 or more. Place a copy of the signed letter in the project file.

   U.S. Department of Labor, Office of Federal Contract Compliance Programs
   1640 South Sepulveda Boulevard, Suite 440
   Los Angeles, CA 90024

EXHIBIT 18

SECTION 3 REQUIREMENTS, CLAUSE, AND PROGRAM FORMS

Section 3 Requirements for Projects for Housing and Community Development Assistance (as amended) funded with Community Development Block Grant:

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 applies to training, employment, contracting and other economic opportunities in the following manner:

Housing and Community Development Financial Assistance:

In connection with housing assistance and community development financial assistance that is used for the following types of projects:

- Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
- Housing construction; and
- Other public construction

SECTION 3 REQUIREMENTS

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 3 DECLARATION OF INTENT TO COMPLY

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3) by submitting the Declaration of Intent to Comply Form. The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers. Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The following Section 3 requirements apply to all LCA Section 3 covered contracts and contractors/ subcontractors funded with CDBG financial assistance:

Section 3 Workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project; and

Targeted Section 3 Workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

SECTION 3 CERTIFICATIONS FORMS

A. SECTION 3 WORKERS must complete certification forms demonstrating they meet the eligibility requirements.

   A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
   1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
   2. The worker is employed by a Section 3 business concern; or
   3. The worker is a YouthBuild participant

B. A SECTION 3 TARGETED WORKER for Housing and Community Development

Financial Assistance projects is a Section 3 Worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR §75.5; or
   (ii) A YouthBuild participant

C. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that meet one of the following criteria within the last 6 months qualify as a Section 3 Business Concern. Local contracting agencies must verify Section 3 Business Concern status at the time the contract is awarded.

1. At least 51% owned and controlled by low-income or very low-income persons
2. Over 75% of labor hours performed for the business over prior 3-month period are performed by Section 3 Workers
3. At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing
4. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

COMPLIANCE WITH SECTION 3 BENCHMARKS

Compliance with Section 3 benchmarks shall be achieved, *to the greatest extent feasible* consistent with existing Federal, state and local laws and regulations to provide economic opportunities for Section 3 workers and Targeted Section 3 workers. HUD regulations outline requirements to serve as a measurement of compliance with the "greatest extent feasible." The benchmarks apply to all Section 3 projects awarded in any fiscal year.

The Contractor/Subcontractor will be considered to have complied with Section 3 benchmarks, in the absence of evidence to the contrary, if they meet all goals and certify compliance with prioritization requirements as follows. Participating contractor/Subcontractor should update their policies and procedures for tracking labor hours via Certified Payrolls (CPRs), timesheets, and other documents to ensure compliance with the Section 3 requirements. The Contractor/Subcontractor will have complied if they meet these benchmarks:

- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Should the Contractor/Subcontractor fail to meet the Section 3 benchmarks as described above in this section, the Contractor/Subcontractor shall submit the Section 3 Qualitative Efforts Form that describes the qualitative nature of the activities. Examples of qualitative efforts includes, but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

JOBSITE POSTING REQUIREMENTS

After contract award, the contractor's completed and signed Declaration of Intent to Comply must be posted at the jobsite and include the contractor's job opportunities available to local qualified low-income residents. The posting must include the contact information of the contractor's hiring official and identify the place and time where prospective employees can obtain and submit an application for employment and Section 3 Worker Certification and Section 3 Target Worker Forms.

REQUIRED FORMS FOR THE SOLICITATION PACKAGE

- Declaration of Intent to Comply with Section 3 Requirements Certification
- Section 3 Worker Certification
- Section 3 Target Worker Certification
- Section 3 Business Concern Certification
- Section 3 Qualitative Efforts Form

SECTION 3 CLAUSE

Section 3 of the Housing and Urban Development Act of 1968, As Amended:

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section
3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

TARGETED SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS

(SECTION 3 CONTRACTS EXECUTED ON OR AFTER NOVEMBER 30, 2020 AND SUBJECT TO 24 CFR 75 "NEW RULE")

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby certify that I fit or when hired within the past five (5) years fit at least one of the following categories:

COUNTY OF RESIDENCE Select your County of Residence:				
☐ Los Angeles	☐ Ventura	☐ Kern	☐ Orange	☐ San Bernardino-Riverside

☐ **1. I am employed by a Section 3 business, or**

☐ **2. I am an employee who currently fits or when hired fit at least one of the following two groups, as documented, within the past five years:**

- I am living within the service area or the neighborhood of the Section 3 project, as defined, or
- A YouthBuild Participant.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____ _____

Employee Signature **Date**

To Be Completed by the Employer

The employee was hired on: _____

This employee meets the following: ☐ Section 3 Business Employee ☐ Section 3 Project ☐ YouthBuild Participant

Business Name: _____ Print Name of Owner / Agent: _____

Signature of Owner / Agent: _____ Date: _____

TO BE COMPLETED BY LACDA STAFF

Reviewed by: _____ **Date:** _____

2024 SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS
(EFFECTIVE July 1, 2024)

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby state that I fit or when hired within the past five (5) years fit at least one of the following categories, as documented:

1. **I am a low-income resident in the County of Los Angeles with an income for the previous or annualized calendar year below the income limits established by the U.S. Department of Housing and Urban Development (HUD) as follows:**

HUD INCOME LIMIT in LOS ANGELES COUNTY Select your Gross Annual Income (from all sources)	
Low (80%) Income Limit	☐ $77,770 or Less

2. **I am employed by a Section 3 business, or**

3. **I am a YouthBuild participant.**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Employee Signature _____ **Date** _____

To Be Completed by the Employer

The employee was hired on: _____

This employee meets the following: ☐ HUD Income Limits ☐ Section 3 Business Employee ☐ YouthBuild Participant

Business Name: _____

Print Name of Owner / Agent: _____

Signature of Owner / Agent: _____ Date: _____

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA),he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor	Address
Print Name	Title
Signature	Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ **Email Address:** _____

This business is a Section 3 business concern based on one of the following categories, as documented:

☐ **A. Business is 51% or more owned by low- or very low-income persons,**

(Attach a Section 3 Worker Certification(s) for each owner to this certification.)

☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
- Indicate total number of labor hours performed by all workers: _____ Hours
- Calculate the percentage of labor hours by Section 3 workers: _____ %

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

or

☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.**

(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____	_____	_____
Signature	Title	Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

☐ **51% owned by low- or very low-income persons,**

☐ **75% of labor hours performed by Section 3 workers, or**

☐ **51% currently owned and controlled by public housing or Section 8-assisted housing residents.**

Approved by: (Print Name) _____ **Signature:** _____ **Date:** _____

QUALITATIVE EFFORTS FOR CONTRACTORS

☐ **Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.**

Date of Outreach Effort	Address of Outreach Effort

☐ **Provided training or apprenticeship opportunities.**

Date of Training	Address of Training

☐ **Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).**

Date of Technical Assistance	Address of Technical Assistance

☐ **Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.**

Date of Workers Assistance	Address of Workers Assistance

☐ **Held one or more job fairs.**

Date of Job Fair	Address of Job Fair

☐ **Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).**

☐

Date of Referral	Type of Service Provided or Referred

☐ **Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

Date of Assistance	Type of Educational Assistance Provided

☐ **Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

Date of Assistance	Type of Training/Coaching Provided

☐ **Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

Date of Outreach	Description of Outreach

☐ **Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

Date of Technical Assistance	Name of Business Concern

☐ **Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

Name of Business Concern

☐ **Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

Name of Business Concern	Description of Assistance

☐ **Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.**

Date of Activity	Name of Business Registry

☐ **Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.**

Date of Activity	Description of Activity

☐ **Other:** _____

Date of Activity	Description of Activity

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self- insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance 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.

_____

CONTRACTOR

By:_____

AUTHORIZED REPRESENTATIVE

_____

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

- **FEDERAL LABOR STANDARDS PROVISIONS**. The *Federal Labor Standards Provisions (HUD-4010 form)* is included at the end of the provision summary. Keep in mind that the form may be updated from time to time and the most current form must be used. The provision outlines the federal prevailing wage requirements, including a reference to the *Copeland Act* which requires all contractors and subcontractors to submit weekly payroll reports and advises contractors that it is a criminal offense for any person to persuade any other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment. The form also included reference to the *Contract Work Hours and Safety Standards Act* (CWHSSA). CWHSSA applies to contracts in excess of $100,000 and covers laborers and mechanics, including guards and watchmen, who must be paid at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. Finally the form further outlines the prevailing wage requirements, payroll reporting requirements, apprentice requirements, contract termination, and debarment sanctions pertaining to Federally-assisted construction projects.

- **DAVIS-BACON AND RELATED ACTS (DBRA).** The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

- **PREVAILING WAGE STATEMENT**: *"This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced." The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening date and can be found on-line at http://www.wdol.gov. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail."*

- **CONFLICT OF INTEREST STATEMENT**. *No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Refer to; 2 CFR Part 200.318(c)(1), 24 CFR 85.36 [Non-Profit Organizations– 24 CFR 84.4], and 24 CFR 570.611, respectively, shall apply.*

- **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**. During the performance of this contract, the contractor agrees as follows:

  a. 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 setting forth the provisions of this nondiscrimination clause.

  b. 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.

c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or 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 or federally assisted construction 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.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- **FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246). a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;
(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the pacific Islands); and
(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street

applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sec or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed

in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different
standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

- **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

➢ **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**
(Executive Order 11246)
a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Timetables Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

➢ **CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**
a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

1. Including qualified Small Business and Minority Firms on solicitation lists.
2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

- **CIVIL RIGHTS ACT OF 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- **SECTION 503 of the REHABILITATION ACT of 1973. INDIVIDUALS WITH DISABILITIES.** Section 503 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job. If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

- **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**. No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- **VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974**, as amended. Covered contracts entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.

- **AGE DISCRIMINATION ACT OF 1975**. No person in the Unites States 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 financial assistance.

- **CLEAN AIR AND WATER ACTS.** Contractors with Federally-assisted construction contracts of $100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal. Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:
  1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act , as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

"General Decision Number: CA20260022 01/02/2026

Superseded General Decision Number: CA20250022

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	01/02/2026

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	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)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

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* BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*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 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 52.24	26.18
(2) Millwright	$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler	$ 52.37	26.18
(5) Sawfiler	$ 52.34	26.18
(6) Scaffold Builder	$ 45.37	25.43

(7) Table Power Saw
Operator.....$ 52.34 26.18

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.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet	$ 901.92	26.18
(2) Standby	$ 450.96	26.18
(3) Tender	$ 442.96	26.18
(4) Assistant Tender	$ 418.96	26.18

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2025

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 52.24	26.18
STOCKER/SCRAPPER	$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer	$ 25.00	13.06

ELEC0011-004 06/30/2023

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 60.80	3%+29.77
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician	$ 60.80	3%+29.77
Technician	$ 45.60	3%+29.77

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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* ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System Installer	$ 46.47	3%+17.08

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 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76

(4) Powderman.....$ 51.87 18.79

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 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

FOOTNOTE:

a. 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.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 67.90	40.95
(2) Dredge dozer	$ 61.93	40.95
(3) Deckmate	$ 61.82	40.95
(4) Winch operator (stern winch on dredge)	$ 61.27	40.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 60.73	40.95
(6) Barge Mate	$ 61.34	40.95

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80

GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:

$10.00 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);Coil Tubing Rig 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);Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) 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; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) 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 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 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); Spyder Excavator Operator, with all attachments

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.);

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) ; Tower crane operator and tower gantry

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

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 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 Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 11/01/2025

	Rates	Fringes
Brick Tender	$ 42.60	22.13

LABO0300-003 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

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 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

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 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 55.88	23.77
GROUP 2	$ 54.93	23.77
GROUP 3	$ 51.39	23.77

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 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

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 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 46.17	25.97
PLASTER TENDER	$ 48.72	25.97

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

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 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to		

Hwy. N2, East on N2 to
Palmdale Blvd., to Hwy.
#14, South to Hwy. #18,
East to Hwy. #395.....$ 45.20 26.82
Remainder of Los Angeles
County.....$ 49.33 26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

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 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 47.70	27.07

PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.29	24.16
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.....$ 61.73 26.81

PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.75	26.20
Sewer & Storm Drain Work	$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER	$ 52.63	20.73

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 01/01/2024

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	$ 45.31	27.91

SFCA0709-005 09/01/2025

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)	$ 58.60	33.65

SHEE0105-002 01/01/2025

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	$ 35.57	10.63
(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	$ 34.17	10.86

SHEE0105-003 01/01/2025

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	$ 59.31	30.43
(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	$ 56.95	30.04

SHEE0105-004 07/01/2023

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.....$ 45.98 29.24

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the

contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number

used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

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CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 16, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Report of Attendance at Meetings**

No supporting documentation was forwarded to the City Clerk Department for this item.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE: March 16, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Public Employee Appointment**

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: March 16, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Conference with Legal Counsel – Potential Litigation**

The City Council will conduct a closed session pursuant to Government Code Section 54956.9(d)(2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff: one (1) case.