



**CITY OF LAWDALE**  
AGENDA OF THE LAWDALE  
CITY COUNCIL REGULAR MEETING

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Monday, March 17, 2025, 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 still maintaining transparency and public access, members of the public can now observe the meeting in person. Members of the public are still be able to view the meeting on YouTube "Lawndale CityTV", the City Website, and Lawndale Community Cable Television on Spectrum and Frontier Channel 3.

Copies of this Agenda may be obtained prior to the meeting inside the Lawndale City Hall foyer or on the **City Website**. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

***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. Recognition of Outgoing Commissioners and Board Members**

— Recognizing outgoing Commissioners and Board Members.

**3. Recognition of Vilma Hall, Senior Recreation Leader**

— Retirement Service Recognition of Vilma Hall, Senior Recreation Leader.

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

**F. COMMENTS FROM COUNCIL**

**G. CONSENT CALENDAR**

Items 4 through 6 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

#### **4. 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.

#### **5. Accounts Payable Register**

— Recommendation: that City Council adopts Resolution No. CC-2503-016 authorizing the payment of certain claims and demands in the amount of \$1,399,920.41.

#### **6. Minutes of the Lawndale City Council Regular Meeting - March 3, 2025**

— Recommendation: that the City Council approve the minutes.

### **H. ADMINISTRATION**

#### **7. Discussion of the City's Sphere of Influence Expansion**

— Recommendation: that the City Council 1.) Direct staff to a.) Initiate and introduce a General Plan Amendment to be submitted to the Planning Commission for a recommendation for consideration by the City Council to amend and expand the City's Sphere of Influence; and b.) Initiate and submit a SOI Amendment application to LAFCO; or 2.) Provide further direction to staff.

#### **8. Award of Contract Community Development Block Grant ADA Sidewalks**

— Recommendation: that the City Council 1.) Award the construction contract to Onyx Paving Company, Inc., in the amount of \$282,000.00 for the CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps Project; 2.) Approve the construction Contingency of \$56,000.00 for CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps Project; and 3.) Approve the CDBG Consultant costs of \$35,000.00 for Administrative and Labor Compliance costs.

#### **9. Approve the Third Amendment to Contract Services Agreement for Lawndale Security Improvement Project**

— Recommendation: that the City Council approve the Third Amendment to the Lawndale Security Improvement Project Agreement with Am-Tec Total Security Inc. to extend the term for an additional three months for a new expiration date of June 30, 2025 with no increase to the current project amount.

#### **10. Approve the Second Amendment to Contract Services Agreement for FY 23/24 Citywide Sign Replacement Project**

— Recommendation: that the City Council approve the Second Amendment to the FY 2023/24 Citywide Sign Replacement Project Agreement with J&E Asphalt Maintenance to extend the term for an additional three months for a new expiration date of June 30, 2025 with no increase to the current project amount.

### **I. CITY MANAGER REPORT**

### **J. ITEMS FROM CITY COUNCILMEMBERS**

#### **11. Speed Hump Policy**

Requested by Councilmember Suarez.

— Recommendation: that the City Council discuss the Speed Hump policy and provide direction for staff for potentially updating the policy if Council wants to make changes to it.



## **12. Letter of Support for Los Angeles County Sheriff's Department Staffing**

Requested by Mayor Pullen-Miles.

— Recommendation: that the City Council 1.) Review and approve the attached draft letter to Supervisor Holly J. Mitchell, County of Los Angeles Board of Supervisors; and 2.) Direct staff in the City Manager's Department to finalize the letter with the Mayor and City Councilmembers signature lines for transmittal to Supervisor Holly J. Mitchell; or 3.) Provide further direction to staff.

## **13. Report of Attendance at Meetings**

## **K. CLOSED SESSION**

### **14. Conference with Legal Counsel – Existing Litigation**

— The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).

### **15. Conference with Legal Counsel – Anticipated Litigation**

— The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(4), to discuss the potential initiation of litigation: three (3) cases.

## **L. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, April 7, 2025, 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 March 17, 2025, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk

*Date Posted: March 13, 2025*



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Diane Parsley, Executive Assistant  
SUBJECT: **Recognition of Outgoing Commissioners and Board Members**

### BACKGROUND

The City is recognizing outgoing Commissioners and Board Members by presenting them with a City Plaque or Certificate of Commendation as per Council Policy No. 26-95 - Recognition Requests.

### Attachments

[Attachment A.pdf](#)

# Attachment A

**City of Lawndale**

**Presentations**

**March 17, 2025**

**City Council Meeting**

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**Recognition of Service**

Outgoing Commissioners and Board Members

**Planning Commission**

Scott Smith

**Parks, Recreation & Social Services Commission**

Ignatius Lin

Joanne Loeza

Uriel Gomez

**Personnel Board**

Nicole Golden Thrower

*Presented To*

**Scott Smith**

(City of Lawndale Logo Here)

In Recognition of your Dedicated Service to the  
**PLANNING COMMISSION**

June 6, 2016 to February 28, 2025

~ ~ ~

Presented by the Lawndale City Council

March 17, 2025

*Presented To*

**Ignatius Lin**

(City of Lawndale Logo Here)

In Recognition of your Dedicated Service to the

**PARKS, RECREATION &  
SOCIAL SERVICES COMMISSION**

June 21, 2021 to February 28, 2025

~ ~ ~

Presented by the Lawndale City Council

March 17, 2025

*City of Lawndale*  
Certificate of Commendation  
*Presented To*

**Joanne Loeza**

In Recognition of your Dedicated Service to the  
**PARKS, RECREATION & SOCIAL SERVICES COMMISSION**  
March 1, 2023 to February 28, 2025

Mayor Robert Pullen-Miles

Mayor Pro Tem Pat Kearney

Councilmember Bernadette Suarez



Councilmember Sirley Cuevas

Councilmember Francisco M. Talavera

Presented March 17, 2025

*City of Lawndale*  
Certificate of Commendation  
*Presented To*

**Uriel Gomez**

In Recognition of your Dedicated Service to the  
**PARKS, RECREATION & SOCIAL SERVICES COMMISSION**  
November 6, 2023 to February 28, 2025

Mayor Robert Pullen-Miles

Mayor Pro Tem Pat Kearney

Councilmember Bernadette Suarez



Councilmember Sirley Cuevas

Councilmember Francisco M. Talavera

Presented March 17, 2025



*Presented To*

**Nicole Golden Thrower**

(City of Lawndale Logo Here)

In Recognition of your Dedicated Service to the  
**PERSONNEL BOARD**

May 19, 2008 to February 28, 2025

~ ~ ~

Presented by the Lawndale City Council

March 17, 2025



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Diane Parsley, Executive Assistant  
SUBJECT: **Recognition of Vilma Hall, Senior Recreation Leader**

### BACKGROUND

The City is recognizing retiring Senior Recreation Leader, Vilma Hall, for her over 28 years of service to the City of Lawndale in the Community Services Department.

### Attachments

[Attachment A Retirement Presentation to Vilma Hall\\_CSD Senior Recreation Leader 28 plus years of Service.pdf](#)

# ATTACHMENT A

## Retirement Presentation

March 17, 2025

City Council Meeting

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**Vilma Hall**  
**Senior Recreation Leader**  
Community Services Department  
April 1996 to March 2025

### **Retirement**

Vilma was hired as a Tiny Tot Aide in April of 1996. In July of 2003 she was reclassified to Recreation Leader and promoted to Senior Recreation Leader in March of 2006.

Over the years Vilma has worked with a variety of City programs, including parks, the wading pool, pre-school, and special events. Vilma was promoted to Senior Recreation Leader as her dedication and selflessness was evident to those around her.

Throughout her time in Lawndale, Vilma was always kind and friendly, and she made everyone around her feel like family. She was always positive and upbeat, and walked around with a smile on her face. Vilma is the type of person that always went above and beyond to make sure everyone was cared for. Vilma always showed care and compassion for those around her.

Vilma has left an incredible mark on the Community Services Department and the Lawndale Community. A friend and colleague said this of Vilma, "Vilma has been a valuable employee! I am very thankful to have worked with her all these years, and I'm happy to have her as a colleague and friend! Vilma always shows her thoughtfulness by her offers of help and goodies! It has been a pleasure to work with her, and she will be missed!"

On behalf of the Lawndale City Council, we congratulate you on your retirement, and present you with this plaque, and a 28 Year Service Lapel Pin, recognizing your dedication and service to the City of Lawndale and the Community Services Department all these years

We wish you all the very best in your retirement! Congratulations!

*Presented To*

**Vilma Hall**

Senior Recreation Leader  
Community Services Department

*On the Occasion of Your Retirement*

**28 Years of Service**

April 1996 to March 2025



In Recognition and Gratitude  
of over 28 years of Service and Dedication

We wish you all the best in your Retirement!

**Presented by the Lawndale City Council**

**March 17, 2025**



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, 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](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer  
SUBJECT: **Accounts Payable Register**

### RECOMMENDATION

Staff recommends that City Council adopts Resolution No. CC-2503-016 authorizing the payment of certain claims and demands in the amount of \$1,399,920.41.

### Attachments

[A. CC-2503-016 - AP Resolution - Mar. 17, 2025.pdf](#)

## **ATTACHMENT A**



**RESOLUTION NO. CC-2503-016**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$1,399,920.41**

THE CITY COUNCIL OF THE CITY OF LAWDALE, 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 207193 through 207243 for the aggregate total of \$1,399,920.41 are hereby authorized.

Effective Date: March 17<sup>th</sup>, 2025

Approved by:

  
\_\_\_\_\_  
Hrant Manuelian, Director of Finance

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2025.

\_\_\_\_\_  
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-2503-016 at a regular meeting of said Council held on the 17<sup>th</sup> day of March 2025, by the following roll call vote:

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

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Erica Harbison, City Clerk

**City of Lawndale**  
**Summary of Audited Claims and Demands**

**Claims and Demands Paid By Check:**

Check Number		Aggregate Total
Check Date	Beginning Ending	
2/27/2025	207193 207218	639,969.99
3/06/205	207219 207243	759,950.42
<b>Total Checks</b>		<b>1,399,920.41</b>

Check# 207231 is a reissuance of previously approved check# 206969.

**Claims and Demands Paid By Electronic ACH Transfer:**

Date	Name of Payee	Description	Amount
<b>Total ACH Payments</b>			<b>0.00</b>

<b>Total Audited Claims and Demands Paid</b>	<b>1,399,920.41</b>
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## Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 02/26/2025  
 Time: 4:36 pm  
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
207193	02/27/2025	Printed		6369	AM-TEC TOTAL SECURITY INC.	SECURITY IMPROV. PROJECT -	12,377.19
207194	02/27/2025	Printed		8534	ANSUN TRANSPORTING SERVICE LLC	BL25-000038 REFUND	148.00
207195	02/27/2025	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS- S. MOORE (CMD)	77.18
207196	02/27/2025	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	FEB. 2025-INS PRE-TAX/POST TAX	2,927.34
207197	02/27/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	PROP 218 PARCEL MAILING LIST:	680.45
207198	02/27/2025	Printed		0216	DELTA DENTAL	FEB. 2025 DENTAL PREMIUM	2,752.70
207199	02/27/2025	Printed		0389	DELTA DENTAL INSURANCE COMPANY	FEB. 2025 DENTAL PREMIUM	271.98
207200	02/27/2025	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	279.50
207201	02/27/2025	Printed		8150	HEALTH AND HUMAN RESOURCE	FEB. 2025 EMPLOYEE ASSIST	76.14
207202	02/27/2025	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	599,529.71
207203	02/27/2025	Printed		3775	LOS ANGELES COUNTY FIRE DEPT	DONATION FROM MAYOR PRO TEM	500.00
207204	02/27/2025	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	145.14
207205	02/27/2025	Printed		7848	OSCAR PENA	CONS & DEMO DEPOSIT REFUND	4,898.69
207206	02/27/2025	Printed		7047	PRECISION AUTO CARE, INC	FRONT& REAR BRAKE SERVICE -	1,248.45
207207	02/27/2025	Printed		8395	R&K MUFFLERS	REPLACE CATALYTIC CONVERTERS -	1,698.00
207208	02/27/2025	Printed		5790	RESTORATION LIFE CHRISTIAN	SOUTHERN CA FIRE REFIEF EFFORT	500.00
207209	02/27/2025	Printed		6034	SOUTH COAST MECHANICAL LLC	INSPECT/ESTIMATE SERVICE -	660.00
207210	02/27/2025	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	400.86
207211	02/27/2025	Printed		0849	THE SAFEMART OF SO CAL INC	20 KEYS FOR MCKENZIE GARDEN	62.84
207212	02/27/2025	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,721.74
207213	02/27/2025	Printed		8535	DAVID TOLEDO	TRAVEL REIMB. FOR CSMFO	1,343.11
207214	02/27/2025	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,374.38
207215	02/27/2025	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
207216	02/27/2025	Printed		8533	JESSICA VILLEGAS	CONS & DEMO DEPOSIT REFUND	1,050.00
207217	02/27/2025	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM FEB. 2025	1,385.04
207218	02/27/2025	Printed		0480	VISTA PAINT	PAINT SUPPLIES -	1,836.53

Total Checks: 26

Checks Total (excluding void checks):

639,969.99

Total Payments: 26

Bank Total (excluding void checks):

639,969.99

Total Payments: 26

Grand Total (excluding void checks):

639,969.99

## Check Register Report

Date: 03/05/2025

Time: 4:59 pm

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
207219	03/06/2025	Printed		8357	4LEAF INC.	CDD PERMIT TECHNICIAN SVCS -	10,080.00
207220	03/06/2025	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,778.89
207221	03/06/2025	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JAN. 2025	49,019.10
207222	03/06/2025	Printed		1335	CALIFORNIA CHAMBER OF COMMERCE	2025 CALIF. LABOR LAW POSTER	320.65
207223	03/06/2025	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,851.63
207224	03/06/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINT. -	17,483.31
207225	03/06/2025	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(1)-	32.00
207226	03/06/2025	Printed		8537	LUCIANA DUGAN	CONS & DEMO DEPOSIT REFUND	300.00
207227	03/06/2025	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES MARTIAL ARTS	1,902.67
207228	03/06/2025	Printed		8108	EVERBRIDGE, INC	CITYWIDE EMERGENCY	18,352.86
207229	03/06/2025	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	255.18
207230	03/06/2025	Printed		8536	ASHRAF HABASHY	CONS & DEMO DEPOSIT REFUND	420.00
207231	03/06/2025	Printed		6944	RHONDA HOFMANN-GORMAN	CANDIDATE STATEMENT -	237.94
207232	03/06/2025	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	599,529.71
207233	03/06/2025	Printed		8078	HRANT MANUELIAN	TRAVEL REIMB. FOR CSMFO	1,317.85
207234	03/06/2025	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	35,973.88
207235	03/06/2025	Printed		8186	MINUTEMAN PRESS GARDENA	500 PURCHASE ORDER FORMS	183.89
207236	03/06/2025	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAM(1)	25.00
207237	03/06/2025	Printed		8518	PACIFIC TIRE OF LAWNDALE	TIRE REPAIR VEH#520	40.00
207238	03/06/2025	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
207239	03/06/2025	Printed		6759	SMARTHIRE INC.	BACKGROUND CHECKS - JAN. 2025	230.72
207240	03/06/2025	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	10,400.00
207241	03/06/2025	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
207242	03/06/2025	Printed		8533	JESSICA VILLEGAS	PLANNING DEPOSIT REFUND	2,115.00
207243	03/06/2025	Printed		7320	WEATHERPROOF ROOFING	CONS & DEMO DEPOSIT REFUND	240.00

Total Checks: 25

Checks Total (excluding void checks): 759,950.42

Total Payments: 25

Bank Total (excluding void checks): 759,950.42

Total Payments: 25

Grand Total (excluding void checks): 759,950.42

**Council Meeting 3/17/2025**  
**Details of US Bank Credit Card Charges & Petty Cash Expenses**

**Credit Card**

\*Only Fuel charges during period.  
See Check Register Report 02/27/2025

**Petty Cash**

\*No petty cash replenishment during this period.



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant  
Yvette Palomo, Assistant City Clerk

SUBJECT: **Minutes of the Lawndale City Council Regular Meeting - March 3, 2025**

### RECOMMENDATION

Staff recommends that the City Council approve the minutes.

### **Attachments**

[Attachment A- March 3, 2025 Minutes](#)

# ATTACHMENT A



**DRAFT**  
**MINUTES OF THE**  
**LAWNDALE CITY COUNCIL REGULAR MEETING**  
**March 3, 2025**

**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 Kearney, Councilmember Bernadette Suarez, Councilmember Francisco M. Talavera, Councilmember Sirley Cuevas

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, Assistant City Clerk Yvette Palomo, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Acting Fire Assistant Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Luis Rodriguez, Community Development Director Peter Kann

**B. CEREMONIALS (Flag Salute and Inspiration)**

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

**C. PUBLIC SAFETY REPORT**

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

Captain Palomino summarized the recent law enforcement activities and invited the community to the next Neighborhood Watch meeting scheduled for March 19, 2025, at 6:00 p.m. at the Harold E. Hofmann Community Center.

**2. Los Angeles County Fire Department Update**

Acting Fire Assistant Chief Kane summarized the recent fire department activities.

**D. PRESENTATIONS**

**3. Retirement Service Recognition of Deputy Douglas Wada**

The City Council recognized retiring Los Angeles County Sheriff's Deputy Douglas Wada for his 30 years of service to the City of Lawndale.

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

Joshua Gorman, Resident, inquired whether the City can help local businesses with the increase in tariffs on imported items.

Holly Osborne, Redondo Beach Resident, commented on the I-405 Improvement Project, on the Interstate 405 freeway.

Juan Granados, Resident, commented on parking issues on his street, and insufficient time allowed by traffic signals to cross the street.

Chelsea Schreiber, Resident, recommended a show on Netflix about soil toxicity; Toxic Town, thanked the City Council for their support and commented that she is holding Metro accountable for their actions.

Mathew Harbison, Lawndale Wesleyan Church, commented on the possibility of graffiti on utility boxes with artwork, opposes blinking stop signs in residential areas and commended the City Council for their work.

## **F. COMMENTS FROM COUNCIL**

Councilmember Talavera thanked everyone for attending and speaking at tonight's meeting, asked Redondo Beach Resident Osborne to continue updating the City Council, and thanked residents for bringing issues to the City Council's attention.

Councilmember Suarez, thanked everyone that spoke at tonight's meeting, thanked Redondo Beach Resident Osborne for speaking about the I-405 Improvement Project, commented that the South Bay City Council of Governments (SBCCOG) was asked by Cities to not support the project, and asked City Manager Moore to provide an update on the City's request to Metro to test the soil.

City Manager Moore responded that Metro denied the City's request to test the soil, indicating that third party reviews of their property are not allowed; however, peer reviews are permitted.

Councilmember Cuevas thanked everyone for attending and speaking at tonight's meeting, commented that the Shop Local Rebate Program is a way the City helps residents with costs, and requested that the Traffic Committee review the parking issues throughout the City.

City Manager Moore commented that the Traffic Committee will review parking issues.

Mayor Pro Tem Kearney had no comments.

Mayor Pullen-Miles thanked Redondo Beach Resident Osborne for bringing the I-405 Improvement Project to the City Council's attention, and asked City Manager Moore to clarify the statement about Metro allowing peer reviews of their property.

City Manager Moore responded that the City can hire a peer review expert to review Metro's environmental review assessment.

## **G. CONSENT CALENDAR**

### **4. 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.

### **5. Accounts Payable Register**

— Recommendation: that City Council adopts Resolution No. CC-2503-015 authorizing the payment of certain claims and demands in the amount of \$447,537.31.

### **6. Minutes of the Lawndale City Council Regular Meeting - February 18, 2025**

— Recommendation: that the City Council approve the minutes.

### **7. Second Reading - ADU Ordinance**

— Recommendation: that the City Council 1.) Adopt Ordinance 1208-25, Amending Title 17 (Zoning) Section 17.48.056 of the Lawndale Municipal Code regarding ADU regulations; and 2.) Determine that Ordinance No. 1208-25 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines.

### **8. Second Reading of Ordinance - City Clerk Compensation**

— Recommendation: that the City Council adopt Ordinance 1209-25, Amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for the Elected City Clerk.

### **9. Consideration of Claims for Damage against the City**

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

Councilmember Suarez requested that Consent Calendar Item No. G.8. be pulled and considered separately.

By consensus, Mayor Pullen-Miles pulled Consent Calendar Item No. G.8. from the consent calendar to be considered separately.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve Consent Calendar Items No. G.4 through G.9., excluding Item No. G.8. The motion passed by a vote of 5-0.

### **8. Second Reading of Ordinance-City Clerk Compensation**

- Recommendation: that the City Council adopt Ordinance 1209-25, Amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for the Elected City Clerk.

This item was considered separately at this time.

Councilmember Suarez commented that she is not in agreement with the increase in compensation because it is a ceremonial position.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to read by title only and adopt Ordinance 1209-25, Amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for the Elected City Clerk. The motion passed by a vote of 4-1-0 with Councilmember Suarez voting no.

## **H. PUBLIC HEARING**

### **10. Public Hearing to Consider Republic Services, Inc. Proposed Solid Waste Service Rates for 2025 and Adopt Resolution No. CC-2501-003 Establishing refuse Collection Service Rates for 2025 for Residential, Multi-family, and Commercial Accounts**

— Recommendation: that the City Council 1.) Open the Public Hearing, take testimony and close the Public Hearing; and 2.) Adopt by title only Resolution No. CC-2501-003.

Public Works Senior Management Analyst Huizar presented the staff report.

Mayor Pullen-Miles opened the public hearing at 7:06 p.m.

Juan Granados, Resident, commented that he did not receive a protest ballot in the mail and was not aware of the service rate increase.

Rhonda Hofmann Gorman, Resident, commented that the contract indicates that new trash hauling trucks would be provided but they have not, and recommend the contract be reviewed.

Mayor Pullen-Miles issued the last call for ballot protests.

No ballot protests were submitted at this point in time.

Mayor Pullen-Miles closed the public hearing at 7:08 pm.

Discussion ensued among City Councilmembers and staff regarding the number of ballots mailed, how many were received by residents, mailing the ballots again, how many ballots would need to be received to make an impact, and on the status of the trash hauling trucks.

City Attorney Murphy commented that the public hearing can be extended, and staff can be directed on how to publicize the notices in the future.

Councilmember Talavera asked if senior citizen residents are aware of the senior citizen discount, if there is a way to change the criteria to qualify for the discount to include retired residents that are younger than 65 years of age, if a self-addressed stamped envelope was included with the ballots and stated that he is not in agreement with the rate increase.

Councilmember Suarez asked what the notice requirements are regarding solid waste rate increases, and the amount of the liquidated damages the City has received.

City Attorney Murphy responded that any city doing a Proposition 18 vote has the same requirements of notifying parcel owners, and that the City went above and beyond than what is required by also notifying account owners.

Public Works Senior Management Analyst Huizar responded that the City received \$180,000 in 2024 for liquidated damages and that self-addressed stamped envelopes were not included with the ballots.

In response to Councilmember Suarez's question, City Manager Moore responded that staff will look into using some of the liquidated damages funds to assist residents in need with their trash hauling invoices.

In response to Mayor Pullen-Miles' questions, Public Works Senior Management Analyst Huizar explained that a qualifying head of household is someone who is applying for the discount, resides in the home, and the account is under their name, and that the waste hauling fees for commercial businesses in the City are average.

Assistant City Clerk Palomo announced that 53 valid protests ballots were received, and 2,927 were required for a majority protest.

In response to Mayor Pro Tem Kearney's questions, Dawn Harris Benton, Republic Services Representative, responded that staff will provide information on how many protest ballots were mailed, new trash hauling trucks will be ready in four months, and that they will work on installing a net to prevent trash from blowing out of the truck.

A motion was made by Councilmember Cuevas and seconded by Councilmember Suarez to open the Public Hearing, take testimony and close the Public Hearing, and adopt by title only Resolution No. CC-2501-003. The motion passed by a vote of 4-1-0, with Councilmember Talavera voting no.

## **I. ADMINISTRATION**

### **11. Update on Results for 2024 Illegal Fireworks Suppression Detail**

— Recommendation: that the City Council receive and file this Staff Report.

Municipal Services Director Reyes presented the staff report.

Councilmember Cuevas asked how the funds received from citations will be utilized, and if staff can start advertising the illegal fireworks fines.

Municipal Services Director Reyes responded that the funds will be used to fund deputies' salaries for this year's 4<sup>th</sup> of July illegal fireworks enforcement, staff and Los Angeles County Sheriff's Department (LASD) are creating a plan and it will be presented to the Fireworks Ad Hoc Subcommittee.

Mayor Pro Tem Kearney commented that the Fireworks Ad Hoc Subcommittee is scheduled to meet on March 18, 2025.

In response to Councilmember Suarez's questions, Municipal Services Director Reyes responded that he will provide information on why the five citations were dismissed.

By consensus, the City Council received and filed this Staff Report.

## **12. First Amendment for On-Call Civil Engineering Services**

— Recommendation: that the City Council approve the First Amendment to the Contract Services Agreement with Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan Engineering for the contract term of March 5, 2025, through March 4, 2026, with an option to extend up to three one-year extensions.

Public Works Director Rodriguez presented the staff report.

Discussion ensued among City Councilmembers and staff about the difference between on-call services and staff augmentation, current services received through contracts, allocation of funding and expenditures for projects, services received from each firm and the reason why five firms are retained, what determines which firm gets the job, rates of each firm, and the possibility of hiring fewer firms in the future.

A motion was made by Councilmember Cuevas and seconded by Councilmember Talavera to approve the First Amendment to the Contract Services Agreement with Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan Engineering for the contract term of March 5, 2025, through March 4, 2026, with an option to extend up to three one-year extensions. The motion passed by a vote of 5-0.

## **J. CITY MANAGER REPORT**

City Manager Moore announced that a speed hump policy will be presented at a future meeting.

## **K. ITEMS FROM CITY COUNCILMEMBERS**

### **13. Letter to State Federal Legislators Regarding Metro Project Funding Gap**

— Recommendation: that the City Council review the draft letter to be addressed to state and federal legislators requesting assistance in obtaining funding for the Metro C Line Project funding gap and provide direction to staff on next steps.

City Manager Moore presented the staff report.

City Manager Moore clarified that the request is for the alternative Hawthorne Boulevard route.

Councilmember Suarez asked why the request is being submitted at this time.

City Manager Moore responded that the intent is to try anything possible to seek funding to mitigate the impact to the right-of-way route.



In response to Councilmember Cuevas' questions, City Manager Moore stated that he will provide information on why the letter was not submitted sooner, and staff will follow up on the status of the request after the letter is submitted.

In response to Councilmember Suarez's questions, City Manager Moore stated the letter is being sent to state and federal legislators, and if federal funding is received, National Environmental Policy Act (NEPA) would be enacted, which would increase the costs for Metro.

Councilmember Suarez commented that some of the language is written as if the City supports the Metro C Line Extension Project being built through the City.

Mayor Pro Tem Kearney and Councilmember Talavera commented that they do not support the letter because they do not support any of Metro's proposed options.

In response to Councilmember Talavera's questions, City Manager Moore stated that the City Council provided direction to support the Hawthorne Boulevard option, and project decisions have not been made final.

Councilmember Cuevas asked that the letter be brought back to City Council with changes reflecting that the City is not committing to supporting Alternative 3 – the Hawthorne Boulevard Alignment option and is still opposed to the Metro C Line Extension Project.

Mayor Pullen-Miles opened public comments.

Ray Hollar, Resident, suggested how to revise the letter.

Anette Owens, Resident, does not support asking for funds for the Metro C Line Extension Project.

Joshua Gorman, Resident, commented that City Councilmembers should send the letter united.

Chelsea Schreiber, Resident, commented that the City is being genuine on their wishes regarding the Metro C Line Extension Project, Metro is not being genuine if they are trying to avoid NEPA, and thanked the City Council for working on the letter.

Anonymous, Resident, stated that if funding is received, a guarantee is needed that it would not be used toward the Right-of-Way (ROW) option.

Mayor Pullen-Miles closed public comments.

Discussion ensued among City Councilmembers and staff about the options, requesting federal funding to be applied exclusively to Alternative 3 – the Hawthorne Boulevard Alignment option, scheduling a Metro C Line Extension Ad Hoc Subcommittee meeting and contacting federal legislators, Metro's requirement to prepare a NEPA report and presenting a united front when sending the letter.

By consensus, the City Council directed the Metro C Line Extension Ad Hoc Subcommittee to convene a meeting to discuss the best approach to address the Metro Project funding gap, contact federal and state legislatures, and report back to the City Council.

#### **14. Community Development Department Duties, Overview of Operations, and Customer Survey**

— Recommendation: that the City Council 1.) Receive and file this report from the Community Development; 2.) Direct staff to distribute, collect, and analyze the department survey; or 3.) Direct staff to add or delete new questions into the survey; or 4.) Provide further direction to staff.

Community Development Director Kann presented the staff report.

Councilmember Suarez commented that she envisioned a third party performing the department survey to prevent residents from receiving possible backlash, since staff is conducting the surveys, and asked if a low-cost impartial firm can be hired to perform the survey.

City Manager Moore responded that he agrees with the suggestion and will follow-up.

Councilmember Talavera asked why the Los Angeles (LA) County Building and Safety Department is only available on Tuesdays, and if there is a flow chart available to residents.

Community Development Director Kann responded that counter services from LA County Building and Safety Department are provided by a Civil/Structure Engineer who is also available at the South Los Angeles office.

Discussion ensued between City Councilmembers and staff about a timeline schedule, what residents should expect from the City about site plan reviews, correction letters, notifications, and what can be expected from the City to assist in moving the project along, requesting the LA County Civil/Structure Engineer an additional day in the City, what the cost would be, making the process easier for residents, and implementing the feedback received into processes.

By consensus, the City Council directed staff to complete the RFP process to purchase software to streamline the operation's process, bring back information on the cost to hire an LA County Civil/ Structure Engineer for an additional day and provide the cost to hire an impartial firm to implement a customer survey.

#### **15. Report of Attendance at Meetings**

Councilmember Talavera met with residents about the Metro C Line Extension Project and the ROW, City Department Directors, thanked everyone for their time, attended the Neighborhood Watch meeting, South Bay Workforce Investment Board Orientation, South Bay Legislative Meet and Greet event, thanked Mayor Pro Tem Kearney for his mentorship, and congratulated women for International Women's Day.

Councilmember Suarez attended California Contract Cities Association (CCCA) Board of Directors meeting, and SBCCOG Board of Directors meeting,



Councilmember Cuevas announced the City's Clean-Up Week event to be held March 15-23, 2025, and that volunteers are needed for the City Clean Up Day scheduled for March 22, 2025.

Mayor Pro Tem Kearney attended the Neighborhood Watch meeting, South Bay Workforce Investment Board Orientation, and South Bay Legislative Meet and Greet event.

Mayor Pullen-Miles received a tour of the ROW from Redondo Beach Resident Osborne, announced that Lawndale Little League will have opening day on March 8, 2025, at Jane Addams Park at 10:00 a.m., and asked if the 30-day Amnesty Program is being promoted.

City Manager Moore responded that the 30-Day Amnesty Program was promoted on the City's Website, a Minute Moore segment and on social media.

Community Development Director Kann responded that there was interest in the program.

## **L. ADJOURNMENT**

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:43 p.m.

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Robert Pullen-Miles, Mayor

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Erica Harbison, City Clerk

Approved: March 17, 2025



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Peter Kann, Community Development Director  
SUBJECT: **Discussion of the City's Sphere of Influence Expansion**

### BACKGROUND

Community Development staff is requesting the City Council's direction regarding the City's existing Sphere of Influence (SOI) for El Camino Village/Alondra Park, an unincorporated community where municipal services are provided by the County of Los Angeles. According to the 2020 US Census, El Camino Village is approximately 1.4 square miles in size, population of 8,569 residents, 2,764 total households and encompass Alondra Park, and El Camino College. The approximate size of Alondra Park is 204 acres and the campus size of El Camino College is 126 acres, which represents a little over half of El Camino Village. The geographical location of the City's SOI and the County's land use policy for El Camino Village is provided as reference in Attachment 1. Alondra Park and El Camino College are not currently within the City's SOI.

Provided below are definition of terms that provide an overview about General Plan Planning Area, SOI, and the role of the Local Agency Formation Commission.

### **Definition**

**General Plan Planning Area** - The Planning Area is a geographic area for which the General Plan provides a framework for long-term growth and resource conservation. State law requires the General Plan to include all territory within a City's incorporated area as well as "any land outside its boundaries which in the planning agency's judgment bears relation to its planning.

**Sphere of Influence (SOI)** - is the probable physical boundary and service area of a local agency, as adopted by a Local Agency Formation Commission (LAFCO). A SOI may include both incorporated and unincorporated areas within which a city or special district will have primary responsibility for the provision of public facilities and services. Lawndale's SOI extends east of City Limits into the Los Angeles County unincorporated community of El Camino Village. El Camino Village is primarily a densely developed, single-family residential community with commercial uses along Crenshaw Boulevard. Although parts of El Camino Village share a Lawndale zip code, the City has historically not provided services to the community.

**Local Agency Formation Commission** - An independent regulatory body, established in 1963 by the California Legislature responsible for overseeing local government boundaries, coordinating special districts formations, and conducting studies of municipal services in each of California's 58 counties.

### STAFF REVIEW

Attachment 2 depicts neighboring cities' SOI Map which were produced by LAFCO. Recently, the City of Torrance initiated a Annexation Study for the potential annexation of El Camino Village which encompass residential areas currently within the City's SOI. The study analyzed potential impacts to the City of Torrance on a variety of subject such as revenue and expenditure fiscal analysis, demand for fire services and their required response times, cost of Torrance Police Department substation renovations, and added open space to Torrance's park inventory. The staff report and the annexation study is attached as Attachment 3. Torrance's exploration of annexation came to the City Manager's attention when he attended a South Bay Cities Council of Government (SBCCOG) meeting. Torrance's City Manager Office has reached out to City staff to meet, discuss, and answer questions about the annexation study. This meeting is scheduled for April 1, 2025 and subsequently staff will provide an update to the Council.

If directed by the City Council, staff would initiate contact with LAFCO staff to better understand the process for potential amendment to the City's SOI. Subsequently, Community Development staff will provide an update to the Council on LAFCO's process and procedural requirements. Since the City's existing SOI is identified within the General Plan 2045, one of the recommended action is for staff to present an agenda item to the City's Planning Commission for input to consider an application for a General Plan Amendment to amend the City's SOI to include El Camino College and Alondra Park.

### LEGAL REVIEW

The City Attorney has reviewed this staff report and approves it.

### FISCAL IMPACT

None.

### RECOMMENDATION

It is recommended that the City Council:

1. Direct staff to:
  - Initiate and introduce a General Plan Amendment to be submitted to the Planning Commission for a recommendation for consideration by the City Council to amend and expand the City's Sphere of Influence;
  - Initiate and submit a SOI Amendment application to LAFCO; or
2. Provide further direction to staff.

### Attachments

[Attachment 1 - Sphere of Influence.pdf](#)

[Attachment 2 LAFCO Maps.pdf](#)





[Attachment 3 - Torrance Documents.pdf](#)

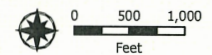
# ATTACHMENT 1

**CITY OF LAWDALE  
GENERAL PLAN**

**Figure LU-2.  
Planning Area**

**LEGEND**

-  City of Lawndale
-  Sphere of Influence
-  Planning Area
-  Adjacent Incorporated Area



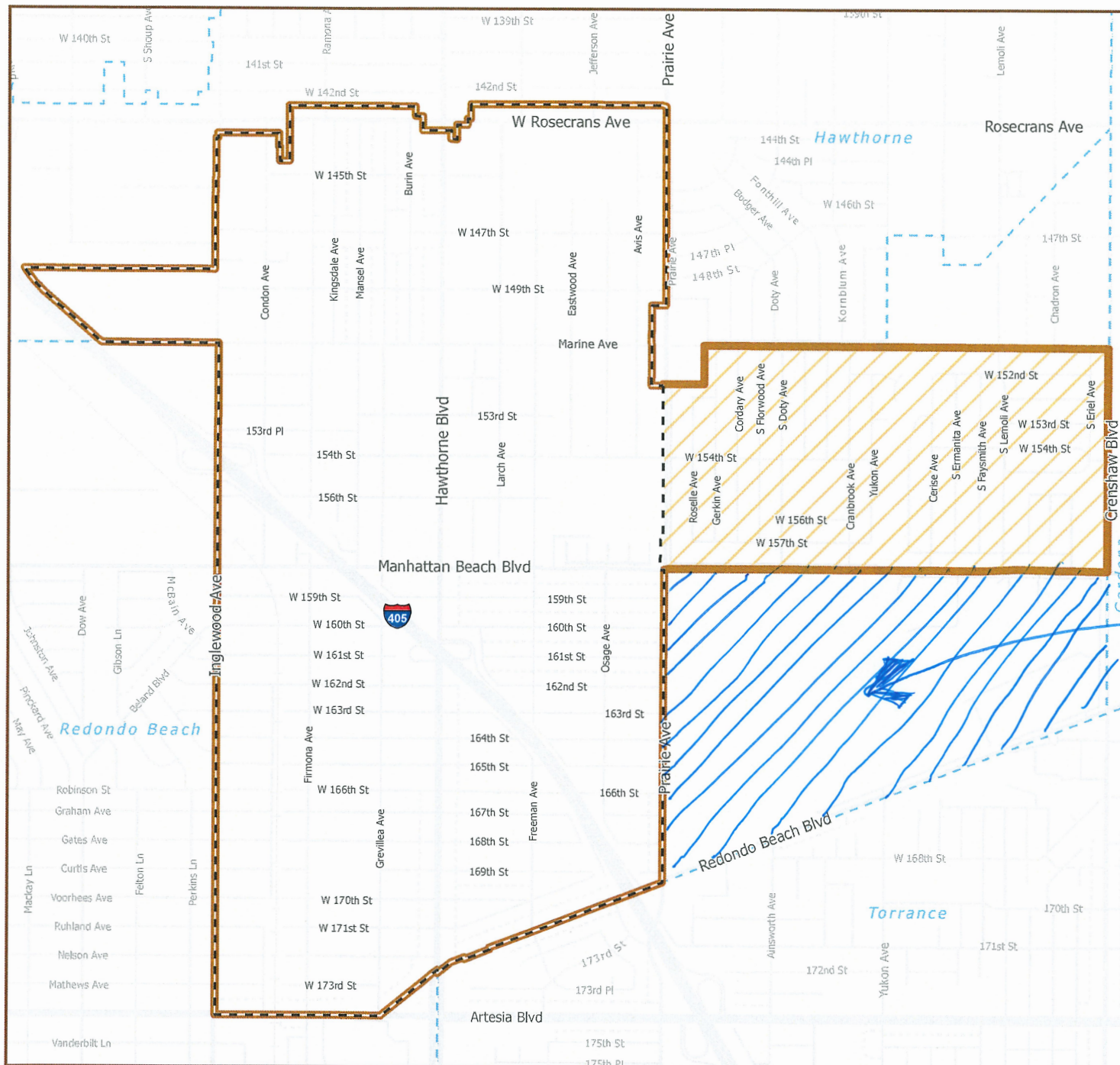
Sources: City of Lawndale, Los Angeles County,  
Date: November 18, 2022.

**City of Lawndale**  
*The heart of the Southbay*



2020 GENERAL PLAN &  
HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE

De Novo Planning Group  
A Land Use Planning, Design, and Performance Firm





Los Angeles County

**South Bay Area Plan:  
Proposed Land Use Policy**

*Alondra Park / El Camino Village and  
Hawthorne Island*

**Proposed Land Use Policy Changes**

- H18 - Residential 18
- MU - Mixed Use

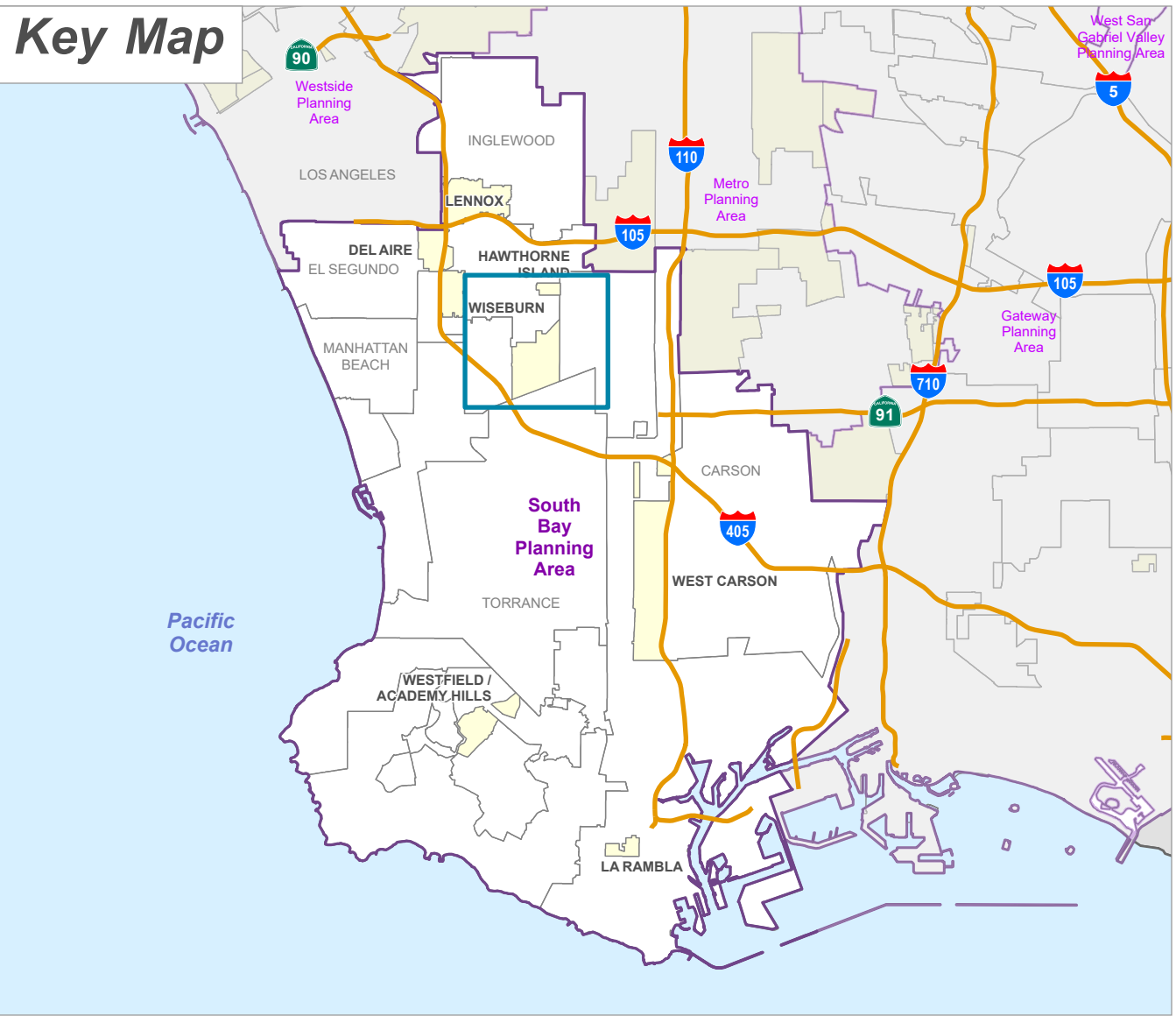
**Land Use Policy (No Change)**

- H9 - Residential 9
- H18 - Residential 18
- H50 - Residential 50
- CG - General Commercial
- P - Public and Semi-Public
- OS-PR - Parks and Recreation
- W - Water

**Base Layers**

- Freeway
- Parcels

**Key Map**



LOS ANGELES COUNTY  
Dept. of Regional Planning  
320 W. Temple St.  
Los Angeles, CA 90012

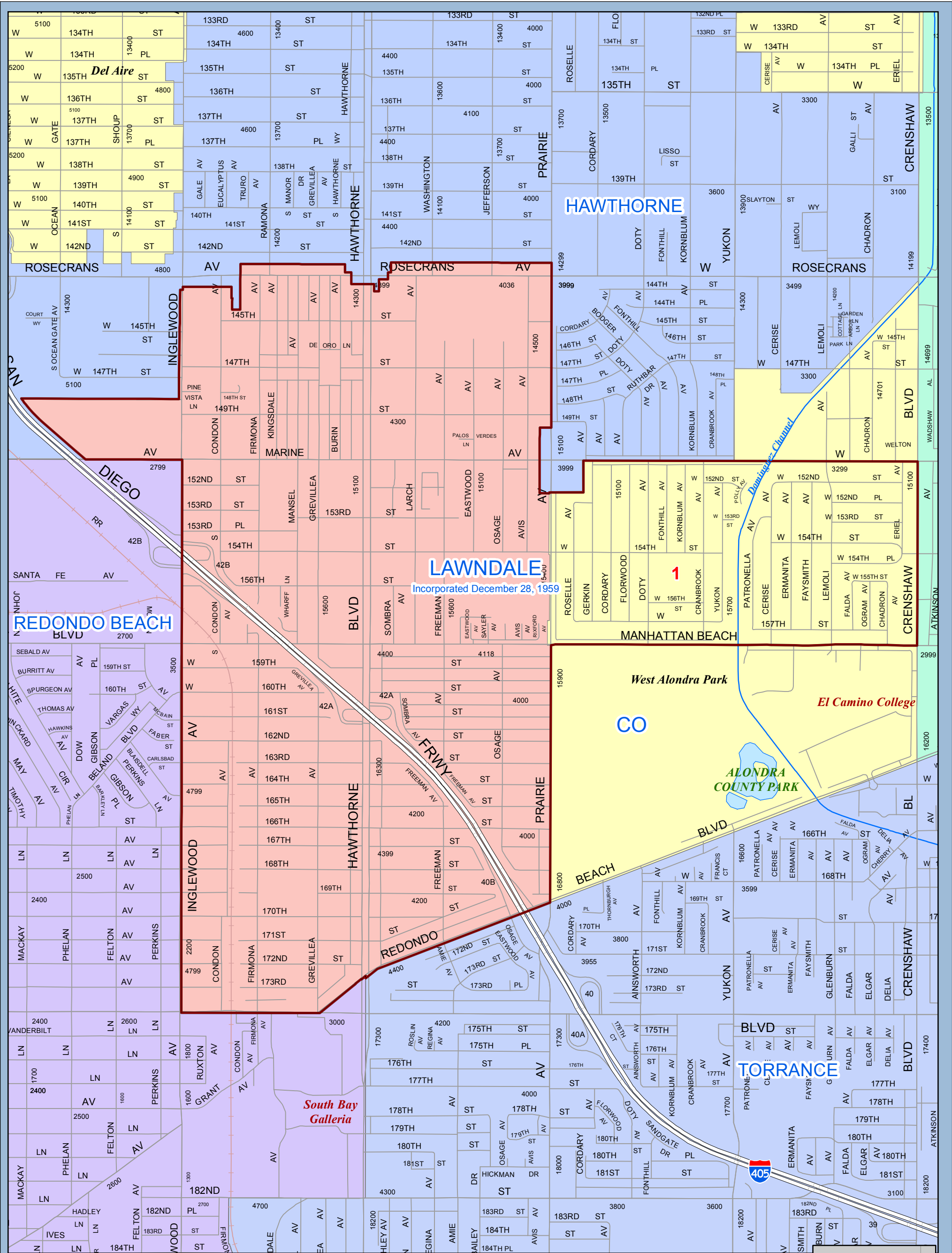
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Prepared by DRP GIS Section / February 2024



## ATTACHMENT 2



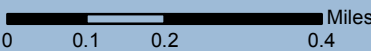
Legend

- City of Lawndale
- Lawndale Sphere of Influence (SOI)
- Joint SOI, Area E(1)
- Gardena, Hawthorne. and Lawndale
- Established 11-28-84
- Gardena and Hawthorne
- Removed 09-28-05

Lawndale Sphere of Influence

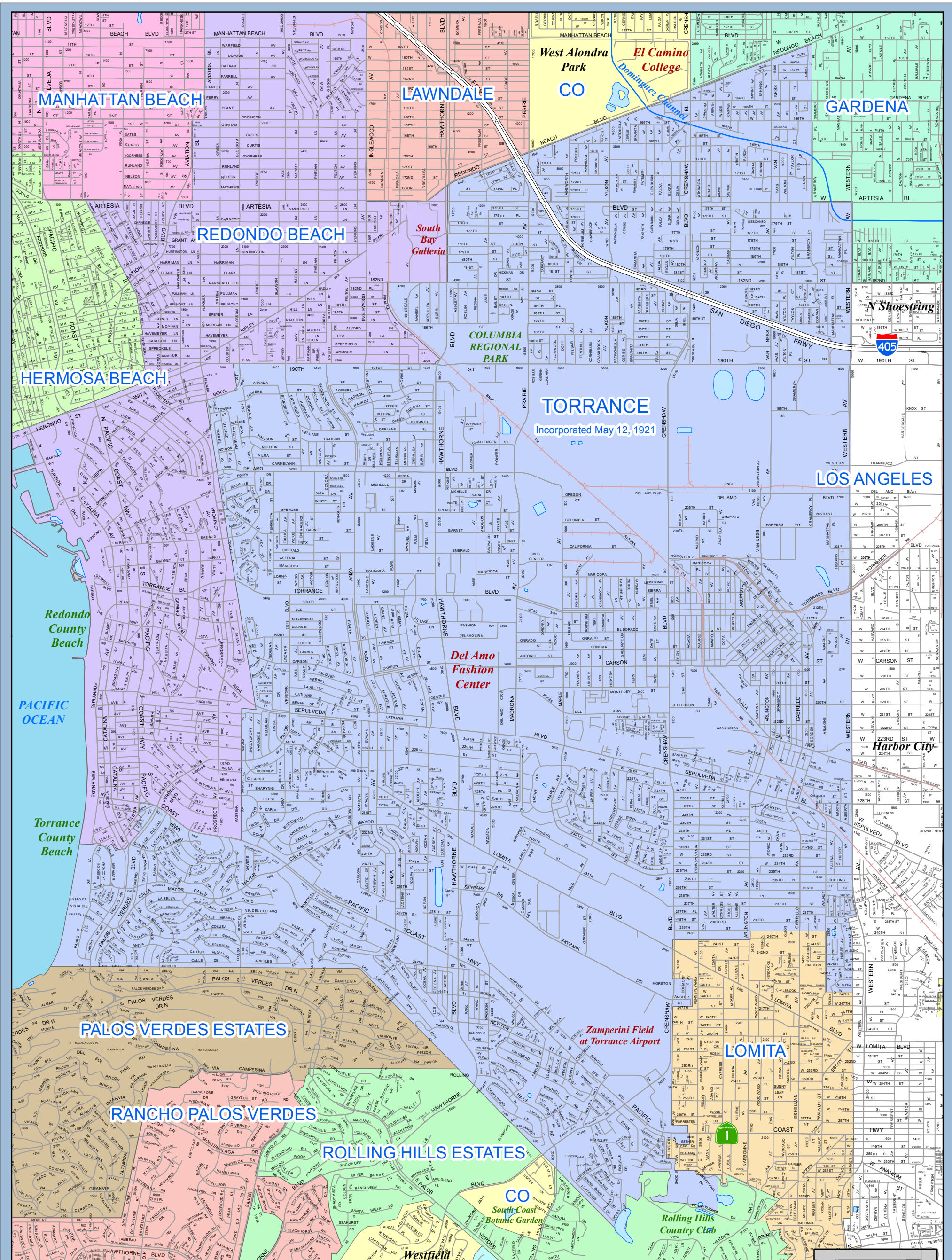
Sphere of Influence History	
Action	Effective Date
Established	11-14-73
Revised	09-28-84
Reconfirmed	11-14-12

1 in = 0.2 miles



Revised: November 14, 2012





## Legend

- City of Torrance
- Torrance Sphere of Influence (SOI), Coterminous

Sphere of Influence History	
Action	Effective Date
Established	04-25-84
Reconfirmed	09-28-05
Reconfirmed	10-10-12

1 in = 0.6 miles

0 0.2 0.4 0.8 Miles



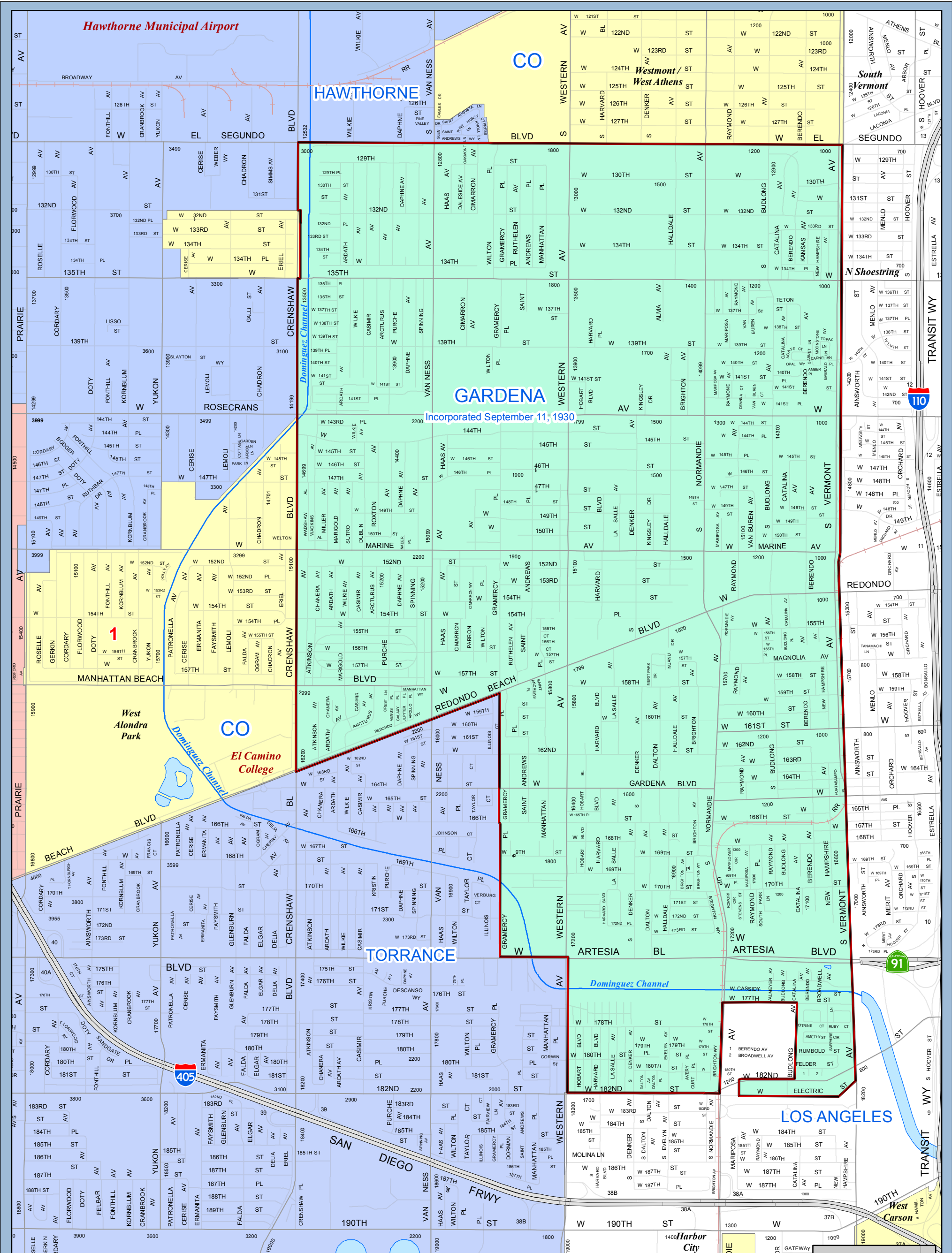
**LAFCO**  
Local Agency for the Far South Coast  
San Diego County of Los Angeles

Revised: November 19, 2014



C:\GIS\MXD\Cities\Torrance





Legend

- Gardena Sphere of Influence (SOI), Coterminous
- City of Gardena
- Area E(1), Joint SOI Hawthorne, Lawndale, and Gardena Established 11-28-84
- Joint SOI Gardena and Hawthorne Removed 09-28-05

Gardena Sphere of Influence

Sphere of Influence History	
Action	Effective Date
Established	11-14-73
Reconfirmed	09-28-05
Reconfirmed	03-12-14

1 in = 0.3 miles

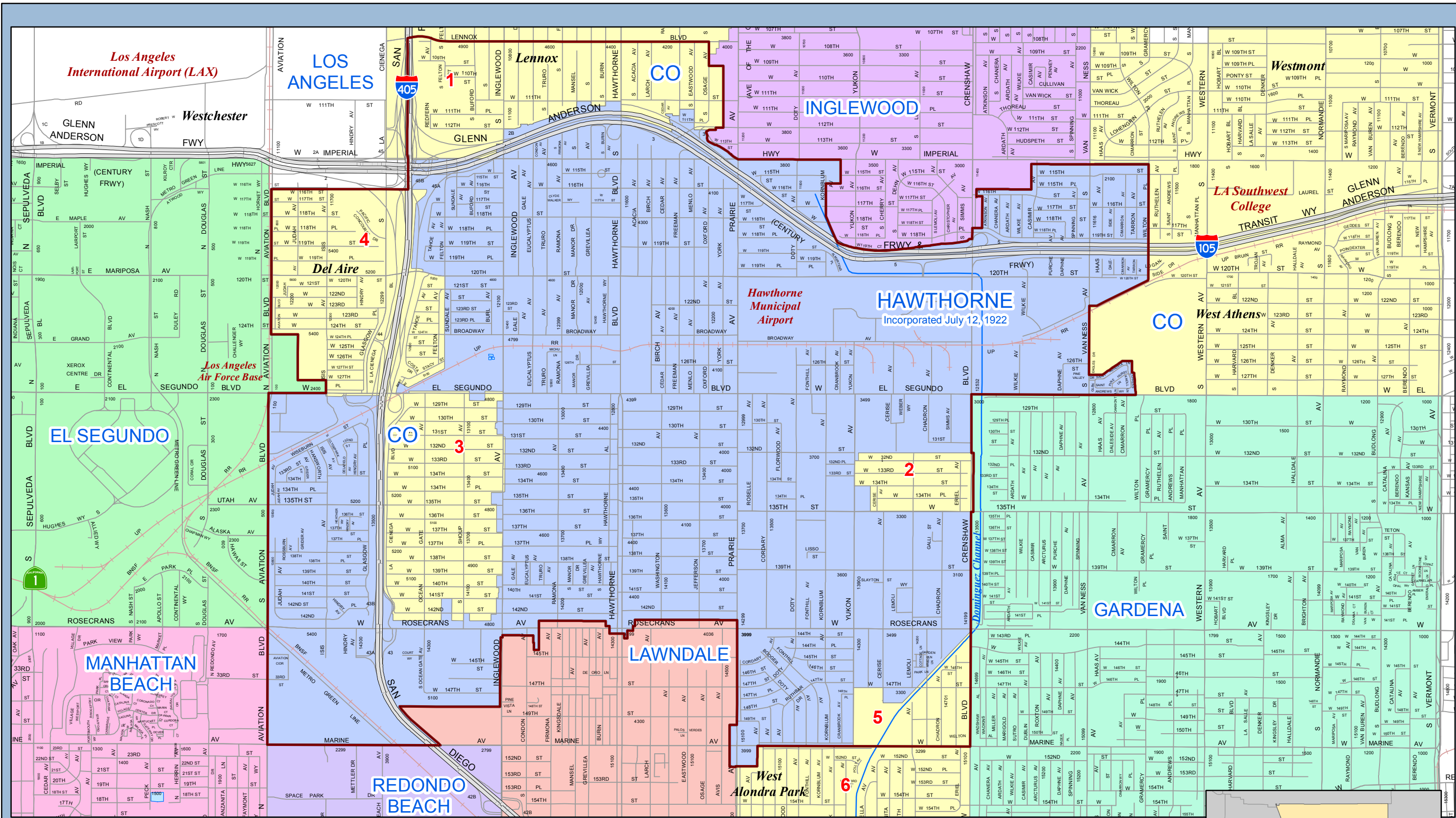
0 0.125 0.25 0.5 Miles



Revised: March 12, 2014







### Legend

**Hawthorne Sphere of Influence (SOI)**

- 1** Study V, Area 1(C) Established 11-14-73
- 2** Study V, Area 3 Established 11-14-73
- 3** Study V, Area 6 Established 11-14-73
- 4** Study V, Area 7 Established 11-14-73
- 5** Areas 1 & 2 Established 04-25-84
- 6** Area E(1) Joint SOI Gardena, Lawndale, and Hawthorne Established 11-28-84

**City of Hawthorne**

**3** Study V, Area 6 Established 11-14-73

**4** Study V, Area 7 Established 11-14-73

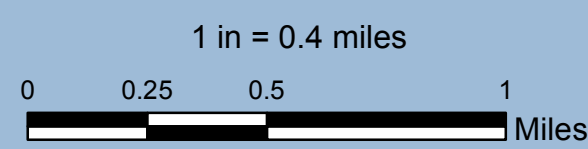
**5** Areas 1 & 2 Established 04-25-84

**6** Area E(1) Joint SOI Gardena, Lawndale, and Hawthorne Established 11-28-84

Joining SOI Gardena and Hawthorne Removed 09-28-05

Sphere of Influence History	
Action	Effective Date
Established	11-14-73
Reconfirmed	09-28-05
Reconfirmed	08-12-15

## Hawthorne Sphere of Influence



## ATTACHMENT 3



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Ian Dailey, Deputy City Manager | IDailey@TorranceCA.Gov

Subject: City Manager – Receive Update and Provide Direction on Annexation of El Camino Village. Expenditure: None.

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## RECOMMENDATION

Recommendation of the City Manager that City Council receive update and provide direction on the annexation of El Camino Village into the City of Torrance.

## FUNDING

None required.

## DISCUSSION

On August 13, 2024, City Council approved an oral request to explore the potential annexation of El Camino Village into the City of Torrance. El Camino Village consists of approximately 1,761 existing parcels encompassing approximately 1.14 square miles. Within this area there are approximately 2,804 households and 208 businesses, with a total of 8,293 residents and 1,063 employees. The analysis assumes an additional 8,825 persons served, which is 100% of the residents and 50% of the employee figure described based on amount of time spent within the boundaries. El Camino Village is also home to Alondra Park and El Camino College, both of which are property tax exempt and represent a little over half of the area examined as part of this analysis. While they are property tax exempt properties, if Alondra Park were indeed annexed into the City of Torrance this would add an additional 204 acres of open space to the City's current 354.76 acres.

To better understand the process of a potential annexation staff met with the Los Angeles Local Agency Formation Commission (LAFCO). This process, outlined by the LAFCO representatives, indicated that an election of the residents would be required to change the City's boundaries and annex this region, which would be exempt from the California Environmental Quality Act process (CEQA). In the event this passed, it would mean that these residents then pay the City's Transactions and Use Tax, the City's Utility Users' Tax, and the City's Occupancy Tax rates. However, the election annexing this area into the City boundaries would have no immediate effect on school boundaries for residents and that would be handled separately.

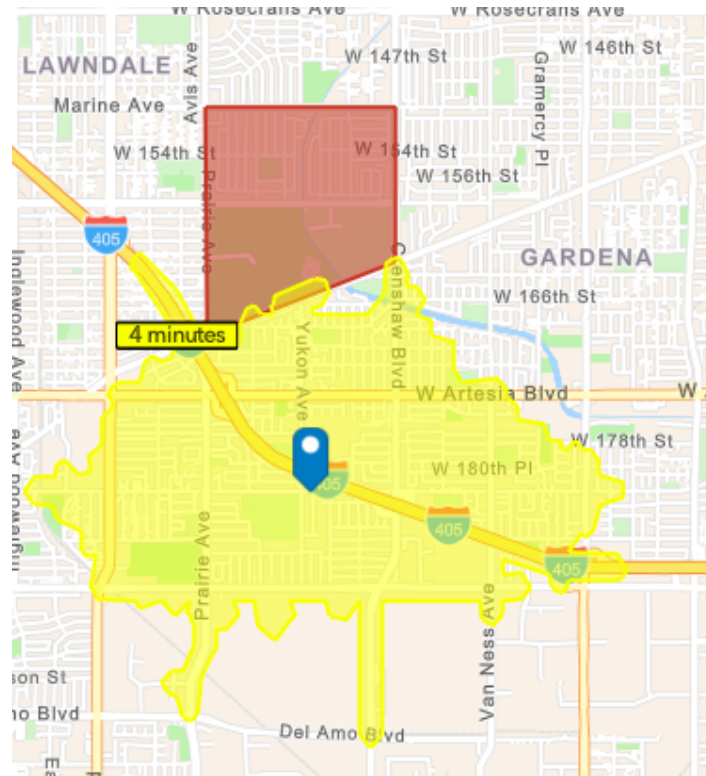
### Open Space Impacts

The City's 1992 General Plan set a goal of 10 acres of public recreation land per 1,000 residents. With that said, as of the City's 2010 General Plan the City is currently home to 354.76 acres of parks; recreation facilities; libraries; cultural, arts, and community centers, which equates to approximately 2.48 acres per 1,000 residents based on the City's current population of 143,057 residents. The potential addition of Alondra Park to the City's inventory of parks and open spaces would add approximately 204 acres, totaling 558.76 acres post annexation, an increase of 58%. With the additional 8,293 residents annexed this would equate to a revised ratio of 3.69 acres per 1,000 residents, an improvement over the current rate. The financial component of this analysis does not include the impacts of additional park staff required to maintain this property as the inclusion of Alondra Park, including the golf course, would be determined later in discussions with Los Angeles County. With that said, based on the size of the park, it is estimated that staffing levels would need to expand by approximately 12 full-time equivalent positions, but a further detailed analysis would be required especially with respect to the golf course and whether it operates at a surplus or deficit. As a result of adding staff, additional vehicles and equipment would also be required to maintain the newly acquired park space.

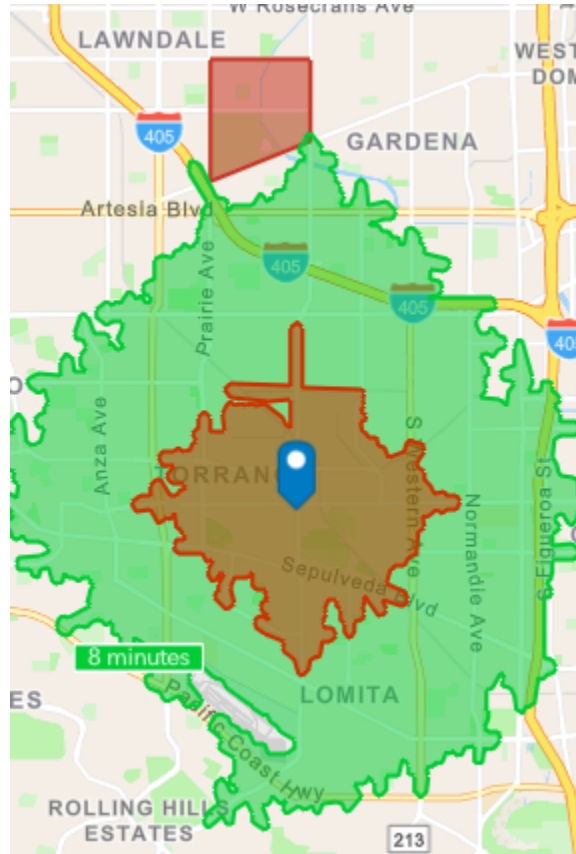
### Response Time Impacts

To best understand the operational impacts on Police and Fire, meetings were held to examine the details of this potential annexation. For the Police Department, combatting the impacts on response time would require additional staff to address the new service area being introduced. To address the additional square mileage and the approximate 8,825 additional persons served, it is estimated that an additional 13 sworn officers would be needed to patrol this area across all of the shifts. These additional sworn officers would help patrol this new area and help ensure response times were not adversely affected by the annexation.

In consultation with the Fire Department, an in-depth analysis was conducted to evaluate response time impacts and determine options to mitigate. The Fire Department's 2023 Community Risk Assessment/Standards of Cover document sets response time targets that are reflective of National Fire Protection Association (NFPA) standards. For Torrance, the benchmark time target for the first unit to arrive on scene is 4 minutes. Further, for truck companies (ladder truck) the established benchmark is 8 minutes. The below map illustrates the 4-minute benchmark response time, utilizing Fire Station 3, relative to the El Camino annexation area. As shown below, the area falls outside of the 4-minute response time:

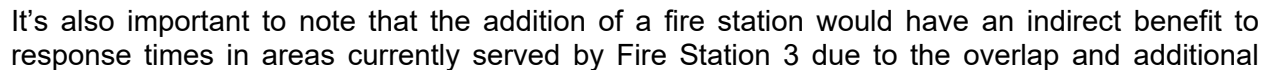
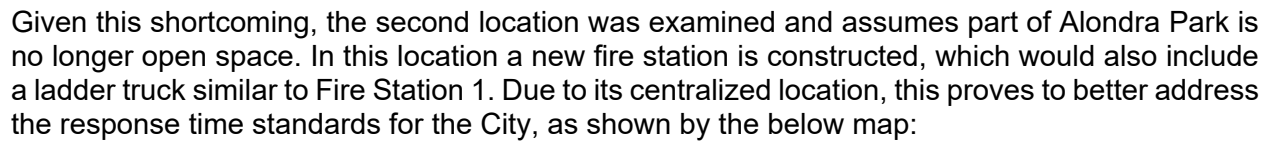


Staff also examined the 8-minute response time, utilizing Fire Station 1, which is the closest fire station with a ladder truck. As shown below, the area falls outside of the 8-minute response time:



As a result of these conclusions utilizing existing fire station resources, it was determined that an additional fire station would be required to meet the City's response time standards. To evaluate the impacts of a new fire station, two main locations were evaluated, including El Camino College's Training Center and the northside of Alondra Park along Manhattan Beach Blvd. Beginning with the first option, the below map is provided to show the 4-minute response time for this new fire station location, and its corresponding deficits:





availability of resources in the area. In addition to the internal analysis that was conducted, Deccan International's ADAM model was utilized to help with the City's response time analysis to understand the impacts of expanding the City boundaries. This analysis specific response time impacts in the different scenarios as shown in Attachment 1.

**Fiscal Impacts: Overall**

To evaluate the fiscal impacts of this potential action on the City's General Fund, staff obtained the services of DTA, a public finance consulting firm. From a fiscal analysis perspective, the recurring General Fund cost impact totals \$16.5 million annually, which is partially offset by additional revenues totaling \$5.0 million annually, for a net deficit of \$11.5 million annually. In addition to the recurring cost impacts, it is estimated that one-time expenditures in the amount of \$27.2 million would be needed to implement this annexation. The details of these results, and the operational considerations, are explained in further detail in this item. Additionally, a summary table articulating the recurring financial impacts on an annual basis can be found below:

Fiscal Impact Category	Property Tax Sharing at 50%	
	Amount	Percent of Total
<b>Selected Recurring City Funds Revenues [1]</b>		
Secured Property Tax	\$2,952,657	58.8%
Property Tax In Lieu of Vehicle License Fee	\$426,264	8.5%
Direct and Indirect Sales Tax	\$286,000	5.7%
Transient Occupancy Tax	\$159,532	3.2%
Utility User's Tax	\$1,195,400	23.8%
<b>Subtotal</b>	<b>\$5,019,852</b>	<b>100.0%</b>
<b>Selected Recurring City Funds Expenditures [2]</b>		
Police Department	\$4,067,178	24.56%
Library	\$271,281	1.64%
Fire Department	\$12,220,763	73.80%
<b>Subtotal</b>	<b>\$16,559,222</b>	<b>100.00%</b>
<b>Net Fiscal Impact</b>		
<b>Total Annual Recurring General Fund</b>	<b>(\$11,539,370)</b>	<b>NA</b>
<b>Total Annual Revenue/Expenditure Ratio</b>	<b>0.30</b>	<b>NA</b>

**Fiscal Impacts: Revenue**

Overall, it is anticipated that the annexation of El Camino Village will yield \$5.0 million in additional recurring revenue each fiscal year. This is driven by increased revenues in the areas of Sales Tax, Property Tax, Property Tax in Lieu of Vehicle License Fees, Transient Occupancy Tax, and Utility Users' Taxes.

For Property Tax and Property Tax in lieu of Vehicle License Fees, the Los Angeles County Assessor's Office reported net taxable assessed value of \$893,710,204. Currently, of the Proposition 13 established 1% taxable assessed value, the County receives 29.01% for the General Fund, 16.36% for Fire Protection Services, and 2.17% for County Library Services. For purposes of the financial analysis conducted by DTA, it is assumed the City would receive either 50% or 25% of the General Fund amount, which is typically the outcome of these annexations, and 100% of the Fire and Library Services amount. For the purposes of this report, staff are focusing on the optimistic 50% scenario with respect to the General Fund portion. Ultimately, the final amount determined would be the result of negotiations resulting in a property tax sharing

agreement between the City and the County. In total, under the 50% assumption, the City would generate an additional \$3.4 million annually. The details of this analysis are shown in Attachment 1 of the Staff Report under its Attachment 1-C.

For Sales Tax, the City's sales tax consultant HdL noted that the annual taxable sales in the El Camino Village area is \$20,000,000. The City would be eligible to receive its Bradley Burns 1.0% tax as well as the 0.50% Measure SST Transactions and Use Tax. It is estimated that this would generate \$286,000 annually. The details of this analysis are shown in Attachment 1 of the Staff Report under its Attachment 1-D.

For Transient Occupancy Tax (TOT), an analysis of the hotels in the El Camino Village area was conducted and determined that one of the four motels in the area appear to be operating on a short-term rental basis and would qualify for TOT. Additionally, the City would be eligible to receive its 11% TOT rate established in the Torrance Municipal Code for these rentals. It was assumed that based on the 45 hotel rooms in the annexation area, an average daily rate of \$122, and occupancy at 75% would yield approximately \$159,532 annually. The details of this analysis are shown in Attachment 1 of the Staff Report under its Attachment 1-E.

For Utility Users' Tax (UUT), an analysis was conducted to estimate the gross utility receipts generated in the El Camino Village area would yield by land use. The City would be eligible to receive its 6.5% for Electricity, Gas, Telephone, and Cable while receiving 6.0% for water. In total, as a result of this analysis it is estimated that the City would receive \$1,195,400 annually. The details of this analysis are shown in Attachment 1 of the Staff Report under its Attachment 1-F.

#### *Fiscal Impacts: Expenditures*

For the Police Department, it is estimated that annexing El Camino Village into the City of Torrance would cost the City \$3.5 million in one-time costs and \$4.1 million annually. The one-time costs are made up of the below cost elements:

One-Time Cost Category	Amount
Police Substation Renovation	2,600,000
Police Vehicles	630,000
Radios	78,000
Uniforms & Accessories	207,064
<b>Subtotal</b>	<b>3,515,064</b>

In consultation with the Police Department, as a result of extending the City's boundaries to the north, this would require the City to consider the addition of an enhanced substation at McMaster Park with additional amenities. The scope of this work would include a renovation at McMaster Park's existing facility and expanding the area dedicated for Police. This would have a displacement effect on Community Services, which would have to leverage the Tillim Center for programming activities. In addition, this expansion of the City boundaries would require additional staffing to respond to incidents and corresponding overhead costs related with this expansion. It is estimated that 13 additional Police Officers would be required, which would result in 7 additional Police vehicles, necessary radios, and uniforms/accessories required for outfitting these additional staff. In addition to these one-time costs, it is estimated that the City would expend an additional \$4.1 million annually for the new staff and ancillary costs associated with expanding

our workforce. This amount was derived using a “persons served” model. The City’s Adopted Fiscal Year 2024-25, discounted for fixed costs, was applied to the persons served within the existing city boundaries. By leveraging this factor, we are able to estimate the additional costs needed to support the additional “persons served” by the potential El Camino annexation.

For the Library Division of the Community Services Department, it is estimated that annexing El Camino Village into the City of Torrance would have no one-time cost impacts but would cost \$271,000 annually. It is assumed that no new satellite libraries would be constructed through the annexation. For libraries, a similar approach was conducted to the Police Department on its operating budget impacts. The City’s Adopted Fiscal Year 2024-25, discounted for fixed costs, was applied to the persons served within the existing city boundaries. By leveraging this factor, we are able to estimate the additional costs needed to support the additional “persons served” by the potential El Camino annexation. With the El Camino annexation including an estimated 8,825 people requiring library services, it is estimated that would cost the City \$271,000 annually.

For the Fire Department, it is estimated that annexing El Camino Village into the City of Torrance would cost the City \$23.7 million in one-time costs and \$12.7 million annually. The one-time costs are made up of the below cost elements:

One-Time Cost Category	Amount
Fire Station	19,100,000
Fire Engine	1,151,427
Ladder Truck	1,782,548
Advanced Life Support Ambulance	392,816
Basic Life Support Ambulance	291,747
Battalion Chief vehicle	52,749
Equipment for Vehicles	586,000
Personal Protective Equipment	298,050
<b>Subtotal</b>	<b>\$ 23,655,336</b>

In consultation with the Fire Department, as a result of extending the City’s boundaries to the north, this would require the City to construct an additional Fire Station to ensure proper response times for the community. The assumption would be that the new fire stations is constructed along the north side of Alondra Park on Manhattan Beach Blvd, which assumes no purchase price of land as it would utilize existing park space. The El Camino College property where the current training facility was located was explored but did not adequately serve the community from a response time perspective. In addition, this expansion of the City boundaries would require additional staffing to respond to incidents and corresponding overhead costs related with this expansion. It is estimated that 39 positions would be required. This amount was derived using a “case study” model in consultation with the Fire Department. In this scenario, due to the addition of a new fire station, examining costs associated with this action is the most accurate approach. To staff this fire station, including the necessary oversight, it would require the below staffing levels:

Position	Full-Time Equivalent	Cost per Position	Total Cost
<b>Fire Engine</b>			
Fire Captain	3.00	400,210	1,200,631
Fire Engineer	3.00	337,608	1,012,825
Fire Fighter	3.00	238,529	715,587
Fire Fighter/Paramedic	3.00	238,529	715,587
<b>Ladder Truck</b>			
Fire Captain	3.00	400,210	1,200,631
Fire Engineer	3.00	337,608	1,012,825
Fire Fighter	3.00	238,529	715,587
Fire Fighter/Paramedic	3.00	238,529	715,587
<b>Paramedic Rescue (Rescue Ambulance)</b>			
Fire Fighter/Paramedic	6.00	238,529	1,431,175
<b>BLS Ambulance</b>			
Ambulance Operators	6.00	69,145	414,869
Battalion Chief	3.00	493,535	1,480,605
<b>Subtotal</b>	<b>39.00</b>		<b>10,615,912</b>

In addition to the above staffing levels, other non-wage impacts would result from the annexation totaling \$1.6 million annually. This includes costs such as setting aside amounts to pay for the future replacement of the new vehicles (\$510,000), additional workers compensation and liability claims exposure through an expanded workforce (\$815,000), as well as other non-wage categories such as utilities, fuel, supplies, and training.

#### Next Steps

Should Council direct staff to further pursue the annexation of El Camino Village, staff will proceed in the following manner. Staff would engage with Supervisor Janice Hahn and Supervisor Holly Mitchell to share Council's direction and keep them apprised. In consulting with LAFCO, we understand that annexations are exempt from CEQA and this would further be confirmed. Depending on the exact boundaries of the annexation the City would need to consult with the City of Lawndale and potentially the City of Hawthorne if the annexation would extend north of Marine Ave. As part of this process a Municipal Service Review would be conducted in coordination with LAFCO. The final step at the conclusion of all efforts would be an election, which would require 25% of registered voters or 25% of land ownership by parcel value to vote in favor of this effort. Additionally, since this is an increase in net cost to the City, staff would provide Council with budget amendment scenarios to identify services for elimination to offset this anticipated deficit. A summary of the one-time and recurring cost impacts for the potential annexation of El Camino Village can be found below:

One-Time Budget Impacts	Amount
One-Time Police Costs	3,515,064
One-Time Fire Costs	23,655,336
<b>Subtotal</b>	<b>27,170,400</b>
Recurring Budget Impacts	Amount
Recurring Revenues (50% prop tax scenario)	5,019,852
Recurring Police Expenditures	4,067,178
Recurring Library Expenditures	271,281
Recurring Fire Expenditures	12,220,763
<b>Net Surplus / (Deficit)</b>	<b>(11,539,370)</b>

Staff would provide regular updates to City Council along the process if direction is given to further pursue.

## ATTACHMENTS

1. Deccan Response Time Report
2. DTA Fiscal Impact Analysis Report

2024

# Torrance Fire Department El Camino Village Annexation Study

**ANALYZING THE IMPACTS OF ANNEXING THE EL CAMINO  
VILLAGE, EL CAMINO COLLEGE, AND ALONDRA PARK AREAS**

## Contents

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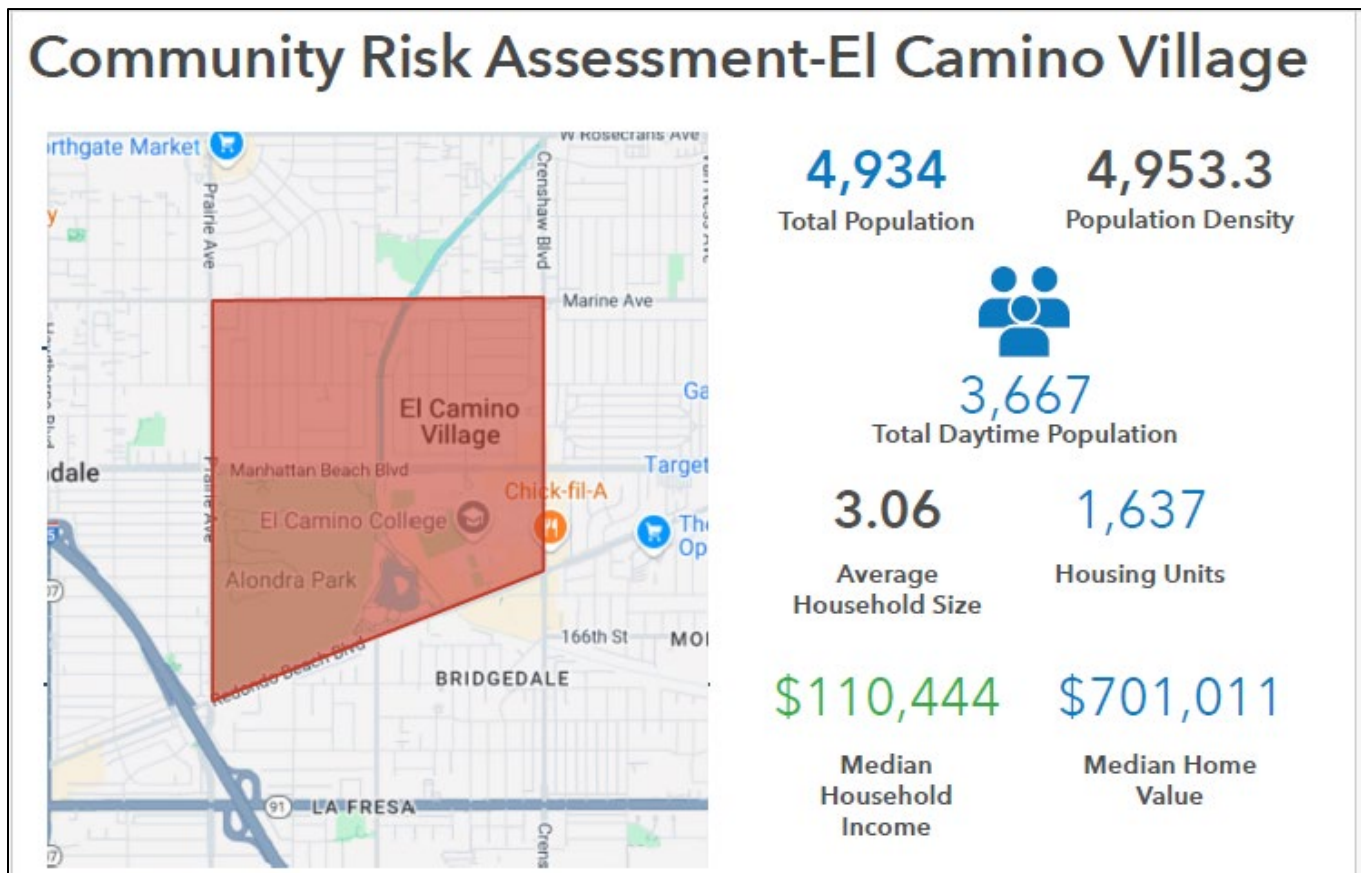


## Analysis Needs

Torrance FD would like to study the impacts to performance metrics if the El Camino Village, El Camino College, and Alondra Park areas were annexed into the FD's service area. This report includes a scenario where only an annexation occurs and a scenario where there is a new Fire Station built in tandem with the annexation. As there is no reliable incident and response data readily available for this area, this information will have to be predictively modeled.

## Methods

Due to the unavailability of existing incident and response data, it was decided to execute this project through an scientific estimation of workloads to be added. In the El Camino Village area, the workloads to be added were based upon population in the area to be annexed. The El Camino Village population data was provided by ESRI (see below). In the El Camino College and Alondra Park areas, workloads were derived from similar locations across the United States where data was available to be studied.



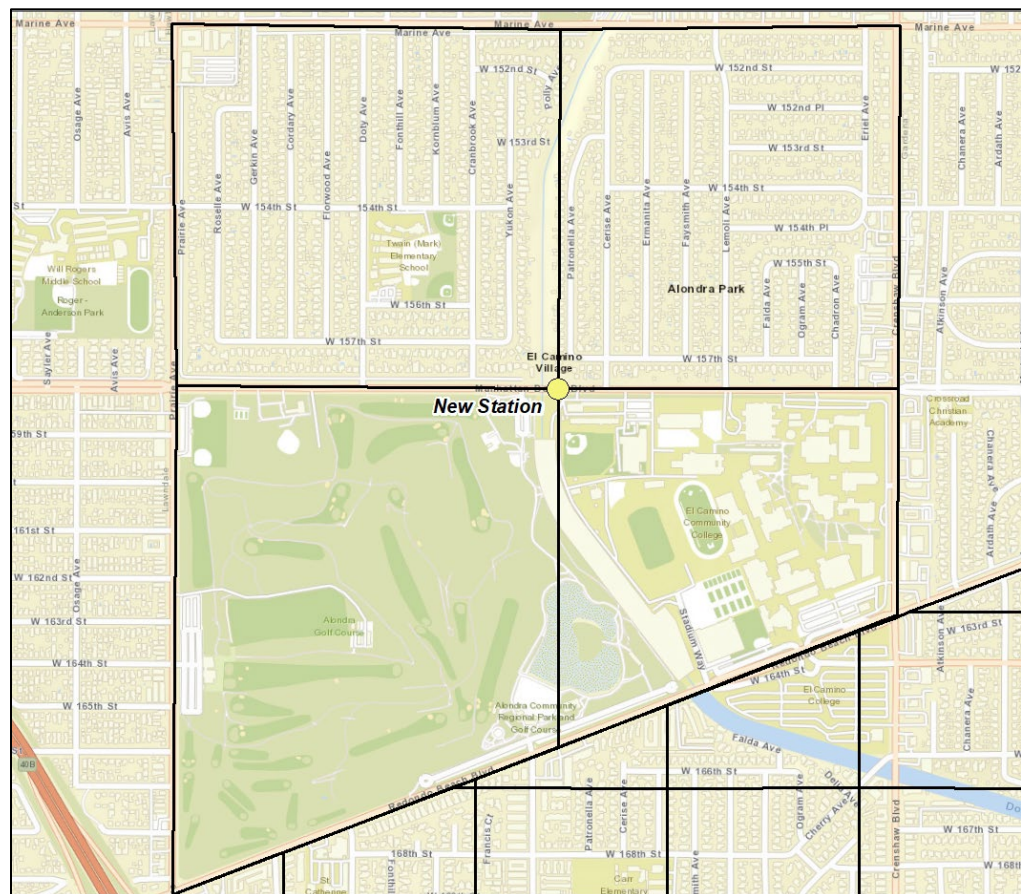
The 2023 U.S. Census QuickFacts estimates

(<https://www.census.gov/quickfacts/fact/table/torrancecitycalifornia/PST045222>) were utilized to define the population metrics for Torrance. The types of incidents and number of times they occurred were defined through Torrance FD's ADAM (Apparatus Deployment Analysis Module) application. Each of ALARM, ALS, BLS, STRUFIRE, AND OTHERFIRE incident total counts were then divided by total Torrance population to define an incident per person rate.

Incidents	15986	Per Person
Alarm	504	0.003571277
ALS	5982	0.042387654
BLS	6701	0.047482392
STRUFIRE	152	0.001077052
FireOTHR3	198	0.001403002

The El Camino Village population count was then multiplied by each of the per person incident rates to define the amount of each type of incident to be added. The El Camino College workloads were added through enrollment count multiplied by  $\frac{1}{2}$  of the incident rates (consistent with comparison cases Texas Christian University and Virginia Commonwealth University). These workloads were added into the ADAM predictive model through the ADAM applications Modify Incident Volume interface.

For the applicable scenario, a new Fire Station was built on Manhattan Beach Blvd, roughly geographically centered in the annexed area. This station houses a new Engine, TFD Ambulance, Rescue, Truck, and Chief (see right).



## Annexation Only Analysis Results

**Annexation only summary – Overall Service Area:** Deccan International's ADAM model projects Torrance FD will see a **SIGNIFICANT NEGATIVE IMPACT** to current response standards, especially on EMS incidents by annexing the El Camino Village area. This is primarily due to the high volume of calls expected to be handled by Fire Station 3. Fire Stations 1 and 5 will also be expected to more often cover for Planning Zone 93, providing slower responses, as well as rippling response degradation into Planning Zones 91 and 95.

Overall service area response metrics:

Response Criteria	Baseline Average	Annexation Average	Difference
<b>Response Criteria for All Incidents</b>	<b>14,871 incidents after annexation</b>		
First Unit Travel Time on All Calls	0:03:40	0:03:54	0:00:14
First Engine Travel Time on All Calls	0:03:44	0:03:56	0:00:12
First Truck Travel Time on All Calls	0:04:53	0:05:15	0:00:22
First Rescue Travel Time on All Calls	0:04:02	0:04:28	0:00:26
First Chief Travel Time on All Calls	0:06:15	0:06:30	0:00:15
First TFD Ambulance Travel Time on All Calls	0:05:06	0:05:20	0:00:14

Apparatus runs/day metrics:

UnitID	Station	Runs/Day	Annex. Runs	Difference
B91	Station 1	0.6523	0.7023	0.05
R91	Station 1	9.9919	10.7149	0.723
E97	Station 1	12.1052	13.2215	1.1163
BLS91	Station 1	8.4697	8.8445	0.3748
T91	Station 1	3.6368	3.7745	0.1377
E91	Station 1	8.7991	8.9757	0.1766
E93	Station 3	8.1665	12.0556	3.8891
BLS93	Station 3	5.9818	8.9692	2.9874
R93	Station 3	6.1887	9.5539	3.3652
R95	Station 5	7.7881	8.2893	0.5012
BLS95	Station 5	7.413	8.3842	0.9712
E95	Station 5	8.3447	9.0276	0.6829

**Annexation only summary – North Torrance:** Deccan International’s ADAM model projects Torrance FD will see a **SUBSTANTIAL NEGATIVE IMPACT** to current response standards, especially on EMS incidents by annexing the El Camino Village area. This is primarily due to the high volume of calls expected to be handled by Fire Station 3. Fire Stations 1 and 5 will also be expected to more often cover for Planning Zone 93, providing slower responses, as well as rippling response degradation into Planning Zones 91 and 95.

North Torrance service area response metrics:

Response Criteria	Baseline Average	Annexation Average	Difference
<b>Response Criteria for All Incidents</b>	<b>4,095 incidents after annexation</b>		
First Unit Travel Time on All Calls	0:04:00	0:04:42	0:00:42
First Engine Travel Time on All Calls	0:04:08	0:04:43	0:00:35
First Truck Travel Time on All Calls	0:06:48	0:07:21	0:00:33
First Rescue Travel Time on All Calls	0:04:30	0:05:50	0:01:20
First Chief Travel Time on All Calls	0:07:41	0:08:00	0:00:19
First TFD Ambulance Travel Time on All Calls	0:05:29	0:06:08	0:00:39

Apparatus runs/day metrics:

UnitID	Station	Runs/Day	Annex. Runs	Difference
B91	Station 1	0.6523	0.7023	0.05
R91	Station 1	9.9919	10.7149	0.723
E97	Station 1	12.1052	13.2215	1.1163
BLS91	Station 1	8.4697	8.8445	0.3748
T91	Station 1	3.6368	3.7745	0.1377
E91	Station 1	8.7991	8.9757	0.1766
E93	Station 3	8.1665	12.0556	3.8891
BLS93	Station 3	5.9818	8.9692	2.9874
R93	Station 3	6.1887	9.5539	3.3652
R95	Station 5	7.7881	8.2893	0.5012
BLS95	Station 5	7.413	8.3842	0.9712
E95	Station 5	8.3447	9.0276	0.6829

## Annexation With New Fire Station Analysis Results

**Annexation with new Fire Station summary – Overall Service Area:** Deccan International's ADAM model projects Torrance FD will see a **MARGINAL POSITIVE IMPACT** to current response standards. This is primarily due to two factors. First, the annexation workloads are relatively near the new station. This means TFD will be able to respond to incidents in the annexed area faster than average. Second, the annexation Fire Station will require slightly less daily responses as compared to other TFD Fire Stations equating to higher availability. The annexation Fire Station can then provide more coverage to surrounding Planning Zones, creating response improvement ripple into Planning Zones 91, 93, and 95.

Overall service area response metrics:

Response Criteria	Baseline Average	Annexation with Station	Difference
<b>Response Criteria for All Incidents</b>		<b>14,871 incidents after annexation</b>	
First Unit Travel Time on All Calls	0:03:40	0:03:36	0:00:04
First Engine Travel Time on All Calls	0:03:44	0:03:38	0:00:06
First Truck Travel Time on All Calls	0:04:53	0:04:29	0:00:24
First Rescue Travel Time on All Calls	0:04:02	0:03:57	0:00:05
First Chief Travel Time on All Calls	0:06:15	0:05:45	0:00:30
First TFD Ambulance Travel Time on All Calls	0:05:06	0:05:00	0:00:06

Overall service area runs/day metrics:

UnitID	Station	Runs/Day	Annex w/ Station	Difference
ENG	New		6.4583	
AMB	New		5.3676	
RES	New		5.6188	
TRK	New		5.4706	
CHIEF	New		0.193	
B91	Station 1	0.6523	0.5704	-0.0819
R91	Station 1	9.9919	9.6755	-0.3164
E97	Station 1	12.1052	11.523	-0.5822
BLS91	Station 1	8.4697	8.1949	-0.2748
T91	Station 1	3.6368	3.5269	-0.1099
E91	Station 1	8.7991	8.6447	-0.1544
E93	Station 3	8.1665	7.4938	-0.6727
BLS93	Station 3	5.9818	6.0133	0.0315
R93	Station 3	6.1887	6.0567	-0.132
R95	Station 5	7.7881	7.5364	-0.2517
BLS95	Station 5	7.413	7.2044	-0.2086
E95	Station 5	8.3447	7.9213	-0.4234



**Annexation with new Fire Station summary – North Torrance:** Deccan International's ADAM model projects Torrance FD will see a **SUBSTANTIAL POSITIVE IMPACT** to current response standards. This is primarily due to two factors. First, the annexation workloads are relatively near the new station. This means TFD will be able to respond to incidents in the annexed area faster than average. Second, the annexation Fire Station will require slightly less daily responses as compared to other TFD Fire Stations equating to higher availability. The annexation Fire Station can then provide more coverage to surrounding Planning Zones, creating response improvement ripple into Planning Zones 91, 93, and 95.

North Torrance service area response metrics:

Response Criteria	Baseline Average	Annexation with Station	Difference
<b>Response Criteria for All Incidents</b>	<b>4,095 incidents after annexation</b>		
First Unit Travel Time on All Calls	0:04:00	0:03:36	0:00:24
First Engine Travel Time on All Calls	0:04:08	0:03:39	0:00:29
First Truck Travel Time on All Calls	0:06:48	0:04:32	0:02:16
First Rescue Travel Time on All Calls	0:04:30	0:04:03	0:00:27
First Chief Travel Time on All Calls	0:07:41	0:05:14	0:02:27
First TFD Ambulance Travel Time on All Calls	0:05:29	0:05:00	0:00:29

Overall service area runs/day metrics:

UnitID	Station	Runs/Day	Annex w/ Station	Difference
ENG	New		6.4583	
AMB	New		5.3676	
RES	New		5.6188	
TRK	New		5.4706	
CHIEF	New		0.193	
B91	Station 1	0.6523	0.5704	-0.0819
R91	Station 1	9.9919	9.6755	-0.3164
E97	Station 1	12.1052	11.523	-0.5822
BLS91	Station 1	8.4697	8.1949	-0.2748
T91	Station 1	3.6368	3.5269	-0.1099
E91	Station 1	8.7991	8.6447	-0.1544
E93	Station 3	8.1665	7.4938	-0.6727
BLS93	Station 3	5.9818	6.0133	0.0315
R93	Station 3	6.1887	6.0567	-0.132
R95	Station 5	7.7881	7.5364	-0.2517
BLS95	Station 5	7.413	7.2044	-0.2086
E95	Station 5	8.3447	7.9213	-0.4234

# Annexation of El Camino Village

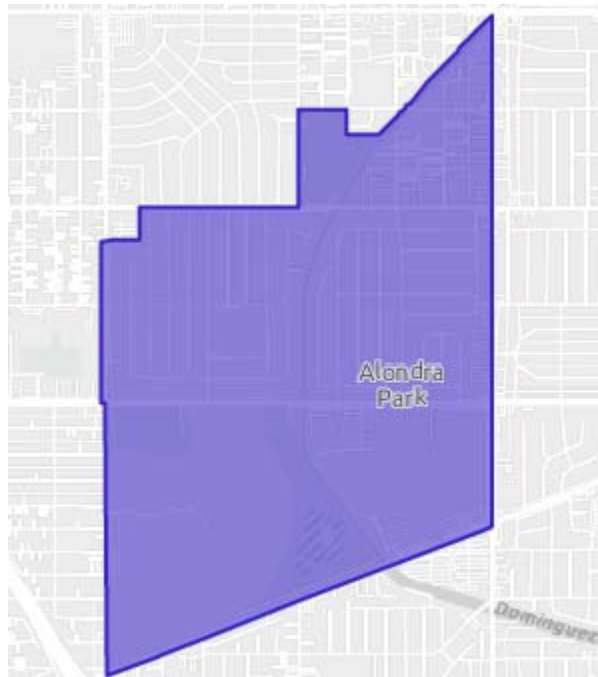
## CONCLUSIONS OF THE FISCAL IMPACT ANALYSIS ("FIA") FOR THE ANNEXATION OF EL CAMINO VILLAGE

### INTRODUCTION

The purpose of this summary is to evaluate selected fiscal revenues, consisting of property taxes, property taxes in lieu of Vehicle License Fees ("VLF"), direct and indirect sales taxes, Transient Occupancy Taxes ("TOTs"), and Utility Users' Taxes ("UUTs"), and estimate public safety and library expenditures required by the annexation of the Census-Designated Place commonly known as El Camino Village (the "Annexation Area"), currently located within unincorporated Los Angeles County (the "County"), upon its proposed annexation into the City of Torrance (the "City").

### DESCRIPTION OF THE ANNEXATION AREA

Figure 1: Boundaries of Annexation Area



- **Annexation Area:** Consists of 1,761 existing parcels encompassing approximately 1.14 square miles in the unincorporated County located north of the City, immediately west of Crenshaw Boulevard, north of Redondo Beach Boulevard, east of Prairie Avenue, and south of Rosecrans Avenue;
- **Demographic:** The Annexation Area is estimated to include 2,804 households and 208 businesses, with a total of 8,293 residents and 1,063 employees; and
- **Assessed Valuation:** The County Assessor's Office reported gross assessed valuations of \$825,780,603 for residential parcels and \$74,355,601 for non-residential properties, totaling \$900,136,204 for Fiscal Year ("FY") 2024-25. The net assessed valuation of \$893,710,204 reflects \$6,426,000 in homeowner exemptions.

### FISCAL IMPACT CONCLUSIONS

The overall net fiscal impact to the City's General Fund resulting from the selected revenues anticipated to be generated by the Annexation Area upon its annexation into the City, as compared to the cost of public safety and library services associated with the proposed annexation, will be a substantial annual recurring **fiscal deficit of \$11,539,370 and \$12,187,528**, assuming the property tax sharing at 50% and 25%, respectively. The FIA utilizes the following assumptions:

- **Property Tax Sharing (Secured Property Taxes):** The City's General Fund property tax revenue estimates were derived using apportionment factors provided by the County Auditor-Controller as applied to the general 1% *ad valorem* property tax levy and applicable property tax sharing assumptions. Total secured property tax revenues currently received by the County General Fund from the Annexation Area is approximately 29.01% of the basic 1% [Proposition

("Prop") 13], net of the projected Education Revenue Augmentation Fund ("ERAF") property tax shifts. For the purposes of this FIA, the City is assumed to receive 25% or 50% of the 29.01% of the basic 1% property tax generated by the Annexation Area upon its annexation into the City. Note, the final property tax sharing ratio will be determined by the property tax sharing agreement to be entered into between the City and County.

The County currently receives 16.36% and 2.17% of the basic 1% property tax, adjusted for ERAF, for the fire protection and library services, respectively. Since the City will provide such services to the Annexation Area upon its annexation into the City, the City is expected to receive those property tax allocations currently earmarked for the County fire protection and library services.

- **Property Tax In Lieu of VLF:** Per California Revenue and Taxation Code §97.70, the property tax in lieu of VLF amount now increases in proportion to the growth rate of the Citywide gross assessed valuation of taxable property from the prior fiscal year. Property taxes in lieu of VLF revenues constitute an addition to other property tax apportionments and were calculated for the purposes of this FIA at \$0.48 per \$1,000 increase in assessed valuation on a Citywide basis.
- **Sales Tax:** The Annexation Area is currently generating an estimated \$20M in annual taxable sales. Upon its annexation to the City, the Annexation Area is anticipated to generate \$286K in annual sales tax revenue to the City General Fund, based on 100% of the 1.00% Bradley-Burns tax and 86% of the Measure SST tax, a 0.5% district sales tax approved by City voters in June 2022.
- **UUT:** Pursuant to the Municipal Code 225.1, the City will receive 6.5% of the gross receipts for telephone, electricity, gas, and cable services and 6% for water services generated within the Annexation Area upon its annexation into the City.
- **TOT:** Pursuant to the Municipal Code 222.2.1, the City will receive 11% of the lodging receipts generated within the Annexation Area upon its annexation into the City.
- **Discounting Expenses:** The police and library service costs are not expected to increase one-to-one with the annexation of the Annexation Area. The City has estimated that discount factors of 7.00% and 10.00% are appropriate for current police and library service expenditures, respectively.

As listed in Table 1, annual property tax revenues generated by the annexation, including property tax in lieu of VLF, are estimated at \$3,378,921 and \$2,730,763 for 50% and 25% property tax sharing scenarios, respectively. Other General Fund revenues include annual sales taxes of \$286,000, TOTs of \$159,532, and UUTs of \$1,195,400. Conversely, the Project is anticipated to incur estimated police, fire protection, and library service expenditures of \$4,067,178, \$12,220,763, and \$271,281, respectively. Derivations of these calculations are presented in Attachments 1-C through 1-G.

**Table 1: General Fund Fiscal Impact Summary Based on Selected Fiscal Revenues and Municipal Service Costs**

Fiscal Impact Category	Property Tax Sharing at 50%		Property Tax Sharing at 25%	
	Amount	Percent of Total	Amount	Percent of Total
<b>Selected Recurring City Funds Revenues [1]</b>				
Secured Property Tax	\$2,952,657	58.8%	\$2,304,499	52.7%
Property Tax In Lieu of Vehicle License Fee	\$426,264	8.5%	\$426,264	9.8%
Direct and Indirect Sales Tax	\$286,000	5.7%	\$286,000	6.5%
Transient Occupancy Tax	\$159,532	3.2%	\$159,532	3.6%
Utility User's Tax	\$1,195,400	23.8%	\$1,195,400	27.3%
<b>Subtotal</b>	<b>\$5,019,852</b>	<b>100.0%</b>	<b>\$4,371,694</b>	<b>100.0%</b>
<b>Selected Recurring City Funds Expenditures [2]</b>				
Police Department	\$4,067,178	24.56%	\$4,067,178	24.6%
Library	\$271,281	1.64%	\$271,281	1.6%
Fire Department	\$12,220,763	73.80%	\$12,220,763	73.8%
<b>Subtotal</b>	<b>\$16,559,222</b>	<b>100.00%</b>	<b>\$16,559,222</b>	<b>100.0%</b>
<b>Net Fiscal Impact</b>				
<b>Total Annual Recurring General Fund</b>	<b>(\$11,539,370)</b>	<b>NA</b>	<b>(\$12,187,528)</b>	<b>NA</b>
<b>Total Annual Revenue/Expenditure Ratio</b>	<b>0.30</b>	<b>NA</b>	<b>0.26</b>	<b>NA</b>

**NOTES:**

[1] Please see Attachments 1-C through 1-F for the derivation of these calculations.

[2] Please see Attachments 1-G and 1-H for the derivation of these calculations.

\* All figures subject to rounding



## DTA'S QUALIFICATIONS

DTA, formerly David Taussig and Associates, Inc., is a California-based public finance consulting firm with a national practice focusing on the establishment and implementation of infrastructure and public services financing programs. The firm, which provides public finance consulting services to public and private sector clients, has offices in Irvine, San Francisco, San Jose, and Riverside, California, Houston and Dallas, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its formation in 1985, the firm has assisted over 3,000 clients located in 22 states in meeting their infrastructure and public services goals. Additional information on DTA is available on our website at [www.FinanceDTA.com](http://www.FinanceDTA.com).

In addition to the planning and implementation of public financing mechanisms, DTA is involved in fiscal and economic analyses of land development impacts, project feasibility studies, retail market analyses, and economic development studies. DTA's ability to thoroughly analyze the revenues and costs to a local jurisdiction resulting from new development relates specifically to DTA's extensive experience in FIAs of land development projects. **DTA staff has prepared over 700 Fiscal Impact Reports ("FIRs") estimating the revenue and cost impacts of various land use decisions on cities, counties, and special districts.** Our firm has prepared FIRs in conjunction with Specific Plans, Environmental Impact Reports, incorporations and annexations, reuse studies, General Plan Amendments, Development Agreements, and individual project proposals covering different types of residential, commercial/industrial, and mixed-use projects. The quality of DTA's fiscal work has been recognized by the American Planning Association ("APA"). Notably, the APA presented the Award of Merit to DTA for its financing program (which included an FIR) prepared for the County of Santa Barbara.

In terms of economic impact analyses, DTA has prepared over 250 economic impact studies for public agencies and land development firms that identify the general economic impacts of a future or existing development or plan on a municipality in terms of economic output gains or losses and job and wage creation opportunities. General economic impacts include additions to economic output (gross receipts or sales), earnings (the sum of wages, salaries and benefits, other labor income, and employer and employee contributions to social security), and employment (number of average full-time and part-time jobs). DTA utilizes the Impact Analysis for Planning ("IMPLAN") economic analysis database service to determine induced and indirect economic impacts (via input/output modeling multipliers) that complement the direct economic impacts of new development and plans. Our firm's economic analyses also distinguish between one-time impacts that occur on a non-recurring basis as a result of construction activity and impacts that recur annually over the entire term of a development's life.

DTA's Economic Impact Analyses ("EIAs") have been utilized by the States of California, Nevada, and New Mexico, local municipalities, redevelopment successor agencies, community development enterprises, and other parties to determine whether such impacts merit the granting of project entitlements or project subsidies to enable a project to move forward. They have also been used in successful applications for New Market Tax Credits ("NMTCs").

For more information, please contact Jerry Wen at (800) 969-4DTA or by e-mail at [Jerry@FinanceDTA.com](mailto:Jerry@FinanceDTA.com).

ATTACHMENT 1-A  
TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
CITY FUND EXPENDITURES (BY TYPE)

I Demographics and Other Data

2024 Estimated City Population [1]	143,057
2024 Estimated City Employees [2]	124,638
2024 Persons Served Population [3]	205,376

Notes:

- [1] California Department of Finance, Housing and Population Information, January 1, 2024.  
[2] Environics Analytics, EmploymentProfiles by NAICS Codes 2024 for the City of Torrance.  
[3] Assumes City population plus 50% of employees.

II City Expenditures (by Type)

Expenditure Type	Total Expenditures	Expenditure Type	Fiscal Impact Basis	Discount	Fiscal Impact Expenditure Factor
Non-General Government					
Police Department	\$101,838,716	Recurring	Persons Served	7%	\$460.87
Library	\$7,020,847	Recurring	Persons Served	10%	\$30.74
Fire Department	\$76,315,892	Recurring	Case Study	0%	NA
Total Expenditures	\$185,175,455	NA	NA	NA	NA
Total Recurring Expenditures	\$185,175,455	NA	NA	NA	NA

## ATTACHMENT 1-B

TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
LAND USE AND DEMOGRAPHICS SUMMARY

## Land Use Data [1]

I	Land Use Description	
A	<u>Existing Residential Land Uses</u>	<u>Number of Units</u>
	Residential	2,804
B	<u>Existing Non-Residential Land Uses</u>	<u>Building Sq. Ft.</u>
	Commercial	240,441
	Industrial	8,208
	Institutional	6,270

## Population and Employees (Calculations)

I	<u>Estimated Residential Population</u>	<u>Residential Population [2]</u>
	Residential	8,293
II	<u>Estimated Direct Employees</u>	<u>Total Direct Employees [3]</u>
	Non-residential	1,063

## Population and Employees (Totals)

I	Total Estimated Residential Population	8,293
II	Total Estimated Direct Employees	1,063
III	Total Persons Served Population [4]	8,825

NOTES:

[1] Source: City of Torrance.

[2] Source: City of Torrance.

[3] Environics Analytics, Employment Profiles by NAICS Codes 2024 for El Camino Village.

[4] An employee is typically assumed to be equivalent to 50% of a resident given they would spend only eight active hours in the City per day versus a resident who is active for 16 hours per day.

\* *All figures subject to rounding*

ATTACHMENT 1-C  
TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
PROPERTY TAX REVENUE ANALYSIS

General Property Tax Assumptions

I Property Tax Allocation (as a Portion of the 1% General Property Tax Levy)			
	Prior to Annexation	Upon Annexation to City	
	County of	City of Torrance	
A Category / Code	Los Angeles [1]	Property Tax Sharing at 50%	Property Tax Sharing at 25%
General Fund [2]	29.009720%	14.504860%	7.252430%
Fire [3]	16.358639%	16.358639%	16.358639%
Library [4]	2.174682%	2.174682%	2.174682%
<b>Total</b>	<b>47.543041%</b>	<b>33.038181%</b>	<b>25.785751%</b>

Assessed Valuation Assumptions [5]

I Residential Land Uses	
A Residential	
Total Estimated Net Taxable Value	\$819,354,603
II Non-Residential Land Uses	
A Commercial	
Total Estimated Net Taxable Value	\$64,234,158
B Industrial	
Total Estimated Net Taxable Value	\$5,487,742
C Institutional	
Total Estimated Net Taxable Value	\$4,633,701
III Total Land Use Net Taxable Value (Includes Takeout from Homeowner's Exemption)	<b>\$893,710,204</b>

Other Property Tax Revenue Assumptions

I Property Tax In-Lieu of Vehicle License Fee - Assumptions	
Total City of Torrance Gross Assessed Value [6]	\$38,883,175,064
City of Torrance Property Tax In-Lieu of Vehicle License Fee [7]	\$18,545,720
Property Tax In-Lieu of Vehicle License Fee Increase per \$1,000 Assessed Value	\$0.48

Fiscal Impact Calculation

		Annual Fiscal Impact Amount	
I Fiscal Impact Category		Property Tax Sharing at 50%	Property Tax Sharing at 25%
A Secured Property Tax			
A.1 Existing Residential Land Uses			
Residential		\$2,706,999	\$2,112,767
A.2 Existing Non-Residential Land Uses			
Commercial		\$212,218	\$165,633
Industrial		\$18,131	\$14,151
Institutional		\$15,309	\$11,948
D Property Tax In-Lieu of Vehicle License Fee			
Projected Residential and Non-Residential Land Uses		\$426,264	\$426,264
II Total Property Tax Revenues		<b>\$3,378,921</b>	<b>\$2,730,763</b>

NOTES:

- [1] Based on "General Fund" levy for Tax Rate Area (TRA). Data provided by the County of Los Angeles Auditor-Controller's Office. TRA allocations adjusted for ERAF.
- [2] For the purpose of this FIA, the City is assumed to receive 50% or 25% of County of Los Angeles' current 1% property tax increment upon annexation, as applicable.
- [3] For the purpose of this FIA, the City is assumed to receive 100% of Los Angeles County Consolidated Fire Protection District's current 1% property tax increment upon annexation for providing the fire protection services.
- [4] For the purpose of this FIA, the City is assumed to receive 100% of Los Angeles County Library's current 1% property tax increment upon annexation for providing library services.
- [5] Source: County of Los Angeles Assessor's Office.
- [6] Source: County of Los Angeles Auditor-Controller's Office.
- [7] Source: City of Torrance Operating Budget, Fiscal Year 2024/25.

\* All figures subject to rounding

## ATTACHMENT 1-D

## TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION

## SALES TAX REVENUE ANALYSIS

## Indirect Sales Tax Assumptions

I Retail Taxable Sales Capture

Annual Taxable Sales [1]	\$20,000,000
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## Other Sales Tax Assumptions

I Percent to the City of Torrance

City of Torrance Code §220.1.1	1.00%
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Measure SST [2]	0.43%
-----------------	-------

<b>Total</b>	<b>1.43%</b>
--------------	--------------

## Fiscal Impact Calculation

I Fiscal Impact CategoryAnnual Fiscal Impact AmountA Projected Sales Tax

El Camino Village	\$286,000
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II Total Sales Tax Revenues

<b>\$286,000</b>
------------------

NOTES:

[1] Source: HdL Companies

[2] Upon annexation, the City General Fund is anticipated to receive approximately 86% of the 0.5% Measure SST district tax generated within the Annexation Area. Source: City of Torrance.

\* *All figures subject to rounding*

ATTACHMENT 1-E  
TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
TRANSIENT OCCUPANCY TAX REVENUE ANALYSIS

Transient Occupancy Tax Assumptions

I	Hotel Assumptions	
A	<u>Motel 6 (14605 Crenshaw Blvd, Gardena, CA 90249)</u>	
	Number of Hotel Rooms [1]	45
	Average Daily Rate [1]	\$122
	Occupancy Rate [2]	75.00%
I	<u>Transient Occupancy Tax Rate Assumptions</u>	
	City of Torrance Municipal Code §222.2.1	11.00%
II	<u>Other Assumptions</u>	
	Occupancy Tax Loss from Extended Stays at Hotel [2]	3.50%
IV	<u>Annual Hotel Revenue</u>	
	Motel 6 (14605 Crenshaw Blvd, Gardena, CA 90249)	\$1,502,888

Fiscal Impact Calculation

I	Fiscal Impact Category	Annual Fiscal Impact Amount
A	<u>Transient Occupancy Tax</u>	
	Motel 6 (14605 Crenshaw Blvd, Gardena, CA 90249)	\$159,532
II	<b>Total Transient Occupancy Tax Revenues</b>	<b>\$159,532</b>

**NOTES:**

[1] DTA Research.

[2] Based on typical DTA baseline assumptions.

\* *All figures subject to rounding*

ATTACHMENT 1-F  
TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
UTILITY USERS' TAX REVENUE ANALYSIS

Utility Assumptions

I Utility Usage Assumptions

	Telephone (\$ per Unit) [1]	Electricity (\$ per Unit) [2]	Natural Gas (\$ per Unit) [2]	Water (\$ per Unit) [2]	Cable (\$ per Unit) [2]
<b>A Existing Residential Land Uses</b>					
Residential	\$1,920	\$2,640	\$720	\$324	\$720
<b>B Existing Non-Residential Land Uses</b>	(\$ per Business) [1]	(kWh per Sq. Ft.) [3]	(Cu. Ft. per Sq. Ft.) [4]	(Gal. per Sq. Ft.) [5]	(\$ per Business) [6]
Food Sales	\$2,880	67.3	43.4	11.8	\$0
Food Service	\$960	36.9	106.4	24.9	\$60
Lodging	\$960	13.2	38.6	41.7	\$60
Office	\$4,800	12.5	18.6	14.6	\$0
Outpatient	\$4,800	15.9	22.4	15.6	\$60
Retail	\$960	13	22.5	11.8	\$0
Service	\$1,920	7.6	39.1	11.8	\$0
Tenant	\$960	13.1	27.7	41.7	\$60
Worship	\$960	4.2	17.4	11.8	\$60

II Energy Price Assumptions

<b>A Non-Residential Land Uses</b>	<b>Commodity Charge</b>
Electricity Costs per kWh [7]	\$0.1181
Natural Gas Rate per 1,000 Cu. Ft. [8]	\$9.87
Water Rate per 748 Gallons [9]	\$3.89

Gross Utility Receipts

I Existing Residential Land Uses

A Residential

Telephone	\$5,383,680
Electricity	\$7,402,560
Natural Gas	\$2,018,880
Water	\$908,496
Cable	\$2,018,880

III Existing Non-Residential Land Uses

A Food Sales

Telephone	\$11,520
Electricity	\$124,428
Natural Gas	\$6,706
Water	\$960
Cable	\$0

B Food Service

Telephone	\$5,760
Electricity	\$78,385
Natural Gas	\$18,889
Water	\$2,327
Cable	\$360

C Lodging

Telephone	\$2,880
Electricity	\$69,957
Natural Gas	\$17,097
Water	\$9,724
Cable	\$180

D Office

Telephone	\$24,000
Electricity	\$53,138
Natural Gas	\$6,608
Water	\$2,731
Cable	\$0

E Outpatient

Telephone	\$19,200
Electricity	\$44,575
Natural Gas	\$5,248
Water	\$1,924
Cable	\$240

F Retail

Telephone	\$6,720
Electricity	\$29,567
Natural Gas	\$4,277
Water	\$1,181
Cable	\$0

ATTACHMENT 1-F  
TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
UTILITY USERS' TAX REVENUE ANALYSIS

<b>G</b>	<b><u>Service</u></b>	
	Telephone	\$34,560
	Electricity	\$59,939
	Natural Gas	\$25,772
	Water	\$4,095
	Cable	\$0
<b>F</b>	<b><u>Tenant</u></b>	
	Telephone	\$960
	Electricity	\$36,645
	Natural Gas	\$6,476
	Water	\$5,133
	Cable	\$60
<b>H</b>	<b><u>Worship</u></b>	
	Telephone	\$2,880
	Electricity	\$3,445
	Natural Gas	\$1,193
	Water	\$426
	Cable	\$180

Utility Users' Tax Assumptions

<b>I</b>	<b><u>Utility Users' Tax Rate Assumptions</u></b>	
	Telephone (Municipal Code §225.1.3)	6.50%
	Electricity (Municipal Code §225.1.4)	6.50%
	Natural Gas (Municipal Code §225.1.5)	6.50%
	Water (Municipal Code §225.1.6)	6.00%
	Cable (Municipal Code §225.1.7)	6.50%

Fiscal Impact Calculation

<b>I</b>	<b>Fiscal Impact Category</b>	<b>Annual Fiscal Impact Amount</b>
<b>A</b>	<b>Utility User's Tax - Telephone</b>	
<b>A.1</b>	<b><u>Existing Residential Land Uses</u></b>	
	Residential	\$349,939
<b>A.1</b>	<b><u>Existing Non-Residential Land Uses</u></b>	
	Food Sales	\$749
	Food Service	\$374
	Lodging	\$187
	Office	\$1,560
	Outpatient	\$1,248
	Retail	\$437
	Service	\$2,246
	Tenant	\$62
	Worship	\$187
<b>A</b>	<b>Utility User's Tax - Electricity</b>	
<b>A.1</b>	<b><u>Existing Residential Land Uses</u></b>	
	Residential	\$481,166
<b>A.1</b>	<b><u>Existing Non-Residential Land Uses</u></b>	
	Food Sales	\$8,088
	Food Service	\$5,095
	Lodging	\$4,547
	Office	\$3,454
	Outpatient	\$2,897
	Retail	\$1,922
	Service	\$3,896
	Tenant	\$2,382
	Worship	\$224
<b>B</b>	<b>Utility User's Tax - Natural Gas</b>	
<b>B.1</b>	<b><u>Existing Residential Land Uses</u></b>	
	Residential	\$131,227
<b>B.1</b>	<b><u>Existing Non-Residential Land Uses</u></b>	
	Food Sales	\$436
	Food Service	\$1,228
	Lodging	\$1,111
	Office	\$430
	Outpatient	\$341
	Retail	\$278
	Service	\$1,675
	Tenant	\$421
	Worship	\$78



ATTACHMENT 1-F  
TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION  
UTILITY USERS' TAX REVENUE ANALYSIS

C Utility User's Tax - Water

C.1 Existing Residential Land Uses

Residential	\$54,510
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C.1 Existing Non-Residential Land Uses

Food Sales	\$58
Food Service	\$140
Lodging	\$583
Office	\$164
Outpatient	\$115
Retail	\$71
Service	\$246
Tenant	\$308
Worship	\$26

D Utility User's Tax - Cable

D.1 Existing Residential Land Uses

Residential	\$131,227
-------------	-----------

D.1 Existing Non-Residential Land Uses

Food Sales	\$0
Food Service	\$23
Lodging	\$12
Office	\$0
Outpatient	\$16
Retail	\$0
Service	\$0
Tenant	\$4
Worship	\$12

II Total Utility Users' Tax Revenues

**\$1,195,400**

**NOTES:**

[1] Based on the current base cost of AT&T Business Unlimited Premium plan with two lines.

[2] Source: Based on DTA market research.

[3] Source: Commercial Buildings Energy Consumption Survey, Table C15, 2018.

[4] Source: Commercial Buildings Energy Consumption Survey, Table C25, 2018.

[5] Source: Commercial Buildings Energy Consumption Survey, Table W1, 2012.

[6] Source: Based on DTA market research.

[7] Source: <https://www.electricitylocal.com/states/california/torrance/>

[8] Source: <https://naturalgaslocal.com/states/california/torrance/>

[9] Based on the monthly usage of between 0 to 10 CCF. Source: City of Torrance Public Works Department.

\* *All figures subject to rounding*

## ATTACHMENT 1-G

## TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION

## CURRENT ANNEXATION SCENARIO

## MULTIPLIER EXPENDITURES ANALYSIS

## Multiplier Expenditure Assumptions

<b>I</b>	<b><u>Expenditure Category</u></b>	<b><u>Multiplier Factor [1]</u></b>	<b><u>Expenditure Projection Basis</u></b>
	Police Department	\$460.87	Persons Served
	Library	\$30.74	Persons Served

## Fiscal Impact Calculation

<b>I</b>	<b><u>Fiscal Impact Category</u></b>	<b><u>Annual Fiscal Impact Amount</u></b>
	Police Department	\$4,067,178
	Library	\$271,281
<b>II</b>	<b>Total Multiplier Expenditures</b>	<b>\$4,338,459</b>

**NOTES:**

[1] Source: City of Torrance Operating Budget, Fiscal Year 2024/25.

\* *All figures subject to rounding*

## ATTACHMENT 1-H

## TORRANCE, CALIFORNIA: EL CAMINO VILLAGE ANNEXATION

## CURRENT ANNEXATION SCENARIO

## FIRE PROTECTION SERVICE EXPENDITURES ANALYSIS

## Annual Revenue Assumptions [1]

I Charges for Services	Annual Revenues
Transport Fees	\$466,069

## Annual Expenditure Assumptions [1]

I Salaries & Benefits	Full-time Employees	Annual Composite Rate	Annual Expenditures
A Fire Engine Staff			
Fire Captain	3	\$400,210	\$1,200,631
Fire Engineer	3	\$337,608	\$1,012,825
Fire Fighter	3	\$238,529	\$715,587
Fire Fighter/Paramedic	3	\$238,529	\$715,587
B Ladder Truck Staff			
Fire Captain	3	\$400,210	\$1,200,631
Fire Engineer	3	\$337,608	\$1,012,825
Fire Fighter	3	\$238,529	\$715,587
Fire Fighter/Paramedic	3	\$238,529	\$715,587
C Paramedic Rescue Staff			
Fire Fighter/Paramedic	6	\$238,529	\$1,431,175
D BLS Ambulance Staff			
Ambulance Operators	6	\$69,145	\$414,869
E Battalion Staff			
Chief	3	\$493,535	\$1,480,605
II Operation Costs			Annual Costs
Materials, Supplies & Maintenance			\$431,198
Professional/Contract Services			\$211,651
Training, Travel & Membership Dues			\$26,381
Liabilities, Settlements & Insurance			\$1,532
Utilities			\$38,678
Interdepartmental Charges			\$814,963
Capital Acquisitions			\$37,182
Vehicle Replacement Costs			\$509,336

## Fiscal Impact Calculation

I Fiscal Impact Category	Annual Fiscal Impact Amount
A Revenue	
Charges for Services	\$466,069
B Expenditure	
Salaries & Benefits	\$10,615,912
Operation Costs	\$2,070,920
II Net Fire Protection Service Expenditures	\$12,220,763

## NOTES:

[1] Source: City of Torrance Fire Department.

\* All figures subject to rounding



# El Camino Village Annexation

CITY OF TORRANCE | CITY MANAGER'S OFFICE

10F

# Background & Scope

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- August 13, 2024 Oral request to explore potential annexation
- David Taussig & Associates (DTA) secured to analyze initial fiscal impacts for General Fund
- Major impacted departments consulted on operational aspects
- Presenting initial findings to Council to seek direction

# Limitations of Analysis

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- Does not analyze impacts to Funds beyond General Fund
- Does not include impacts to Park Services
- Does not include impacts to Public Works
- Cost estimations are rough order of magnitude for one-time costs

# El Camino Village Statistics

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- 1,761 parcels
- 1.14 square miles
- 2,804 households and 208 businesses
- 8,293 residents and 1,063 employees; 8,825 people served
- El Camino College and Alondra Park are property tax exempt



# LAFCO Process

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- Conducts a Municipal Service Review
- Outreach process determines need for election
  - Similar to Prop. 218 Hearings
- Torrance Tax rates apply to the annexed area (SST, UUT, TOT) ; property tax split w/ County is negotiated
- School District boundaries & Water Service do not change through this process

# Open Space Impacts

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- City currently has nearly 355 acres of open space
- If Alondra Park included; adds 204 acres of open space
  - Further cost impact required
- If Alondra Golf Course included; adds community space
  - Further cost impact required

# Response Impacts - Police

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- Additional 8,825 persons served
- Additional staffing required on patrol and supporting patrol to maintain response times
- Substation to support these additional operations extended north should be considered

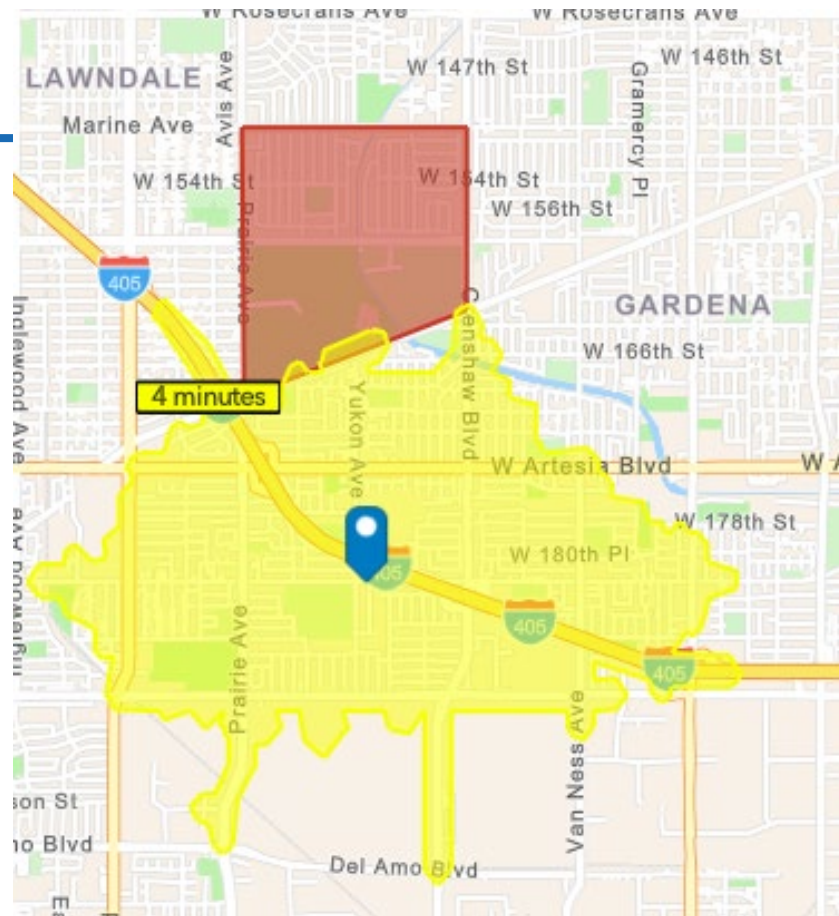
# Response Impacts - Fire

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- National Fire Protection Association (NFPA) sets response time targets
  - First unit on scene  $\leq 4$  min
  - Truck companies (ladder truck) on scene  $\leq 8$  min
- Nearest Fire Station is Station #3
- Nearest Fire Station with a ladder truck is Station #1

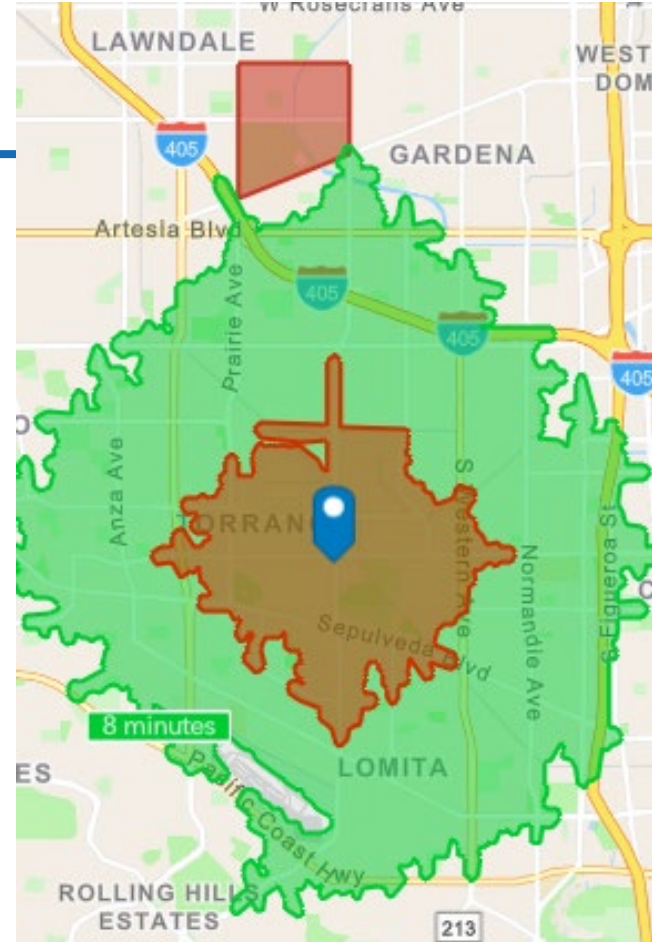
# Response Impacts - Fire

- Red box area is annexed section
- Yellow is 4 min Engine response coverage
- Does not meet standard
- Negative impact to FS#3 response time to current areas



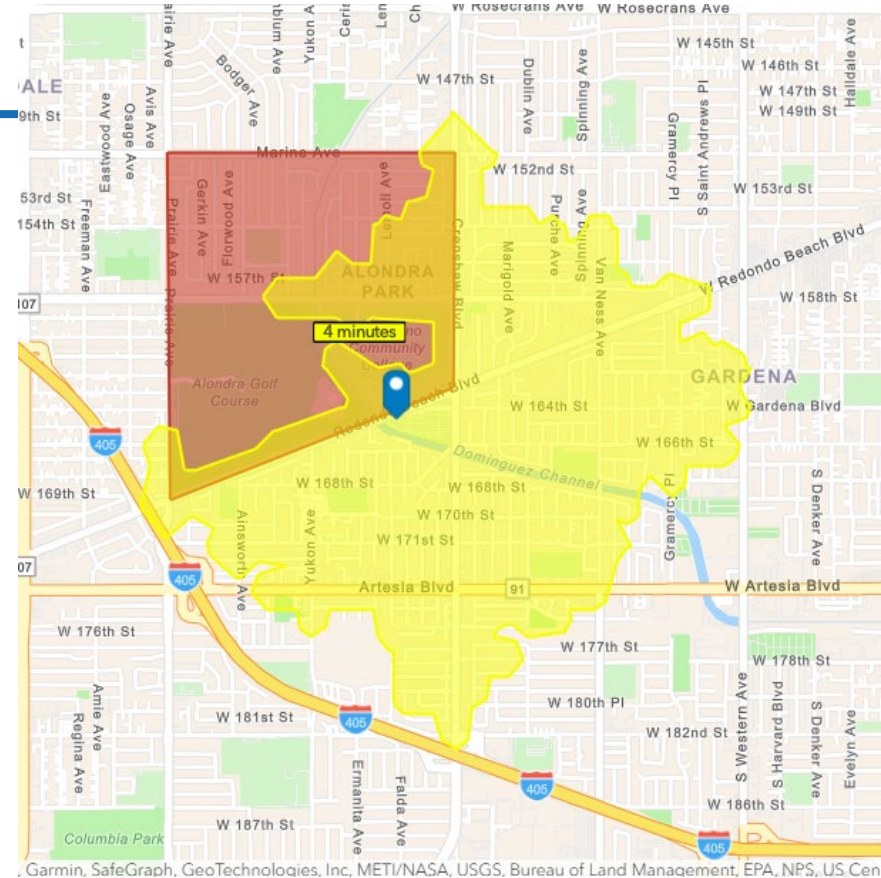
# Response Impacts - Fire

- Red box area indicates annexed section
- Green indicates 8 min ladder truck coverage
- Does not meet standard
- Negative impact to FS#1 response time to current areas



# Response Impacts - Fire

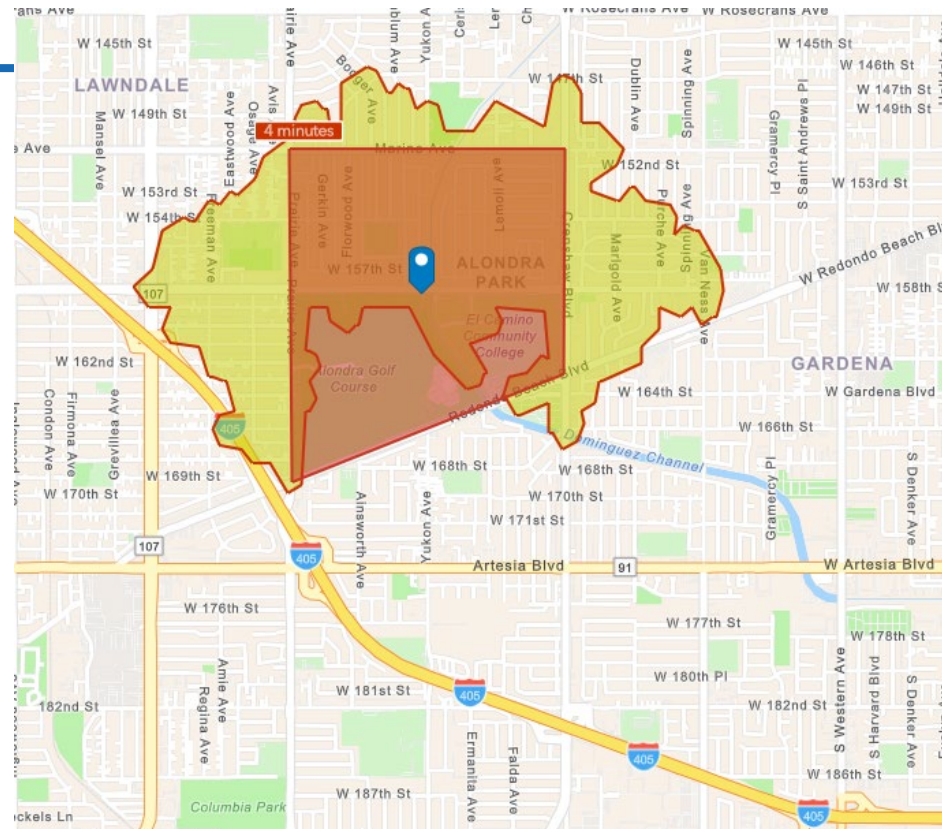
- Sample Fire Station at El Camino Training Center
- Red box area indicates annexed section
- Yellow is 4 min Engine response coverage
- Does not meet standard





# Response Impacts - Fire

- Sample Fire Station at Alondra Park
- Red box area indicates annexed section
- Yellow is 4 min Engine response coverage
- Meets standard
- Enhances response time in remainder of City





# Fiscal Impacts – One Time (Fire)

One-Time Cost Category	Amount
Fire Station	19,100,000
Fire Engine	1,151,427
Ladder Truck	1,782,548
Advanced Life Support Ambulance	392,816
Basic Life Support Ambulance	291,747
Battalion Chief vehicle	52,749
Equipment for Vehicles	586,000
Personal Protective Equipment	298,050
<b>Subtotal</b>	<b>\$ 23,655,336</b>

# Fiscal Impacts – One Time (Police)

One-Time Cost Category	Amount
Police Substation Renovation	2,600,000
Police Vehicles	630,000
Radios	78,000
Uniforms & Accessories	207,064
<b>Subtotal</b>	<b>3,515,064</b>

# Fiscal Impacts

## – Recurring

Fiscal Impact Category	Property Tax Sharing at 50%	
	Amount	Percent of Total
Selected Recurring City Funds Revenues [1]		
Secured Property Tax	\$2,952,657	58.8%
Property Tax In Lieu of Vehicle License Fee	\$426,264	8.5%
Direct and Indirect Sales Tax	\$286,000	5.7%
Transient Occupancy Tax	\$159,532	3.2%
Utility User's Tax	\$1,195,400	23.8%
<b>Subtotal</b>	<b>\$5,019,852</b>	<b>100.0%</b>
Selected Recurring City Funds Expenditures [2]		
Police Department	\$4,067,178	24.56%
Library	\$271,281	1.64%
Fire Department	\$12,220,763	73.80%
<b>Subtotal</b>	<b>\$16,559,222</b>	<b>100.00%</b>
Net Fiscal Impact		
Total Annual Recurring General Fund	<b>(\$11,539,370)</b>	<b>NA</b>
Total Annual Revenue/Expenditure Ratio	0.30	<b>NA</b>

# Fiscal Impacts – Recurring (Fire Study)

Position	Full-Time Equivalent	Cost per Position	Total Cost
<b>Fire Engine</b>			
Fire Captain	3.00	400,210	1,200,631
Fire Engineer	3.00	337,608	1,012,825
Fire Fighter	3.00	238,529	715,587
Fire Fighter/Paramedic	3.00	238,529	715,587
<b>Ladder Truck</b>			
Fire Captain	3.00	400,210	1,200,631
Fire Engineer	3.00	337,608	1,012,825
Fire Fighter	3.00	238,529	715,587
Fire Fighter/Paramedic	3.00	238,529	715,587
<b>Paramedic Rescue (Rescue Ambulance)</b>			
Fire Fighter/Paramedic	6.00	238,529	1,431,175
<b>BLS Ambulance</b>			
Ambulance Operators	6.00	69,145	414,869
Battalion Chief	3.00	493,535	1,480,605
<b>Subtotal</b>	<b>39.00</b>		<b>10,615,912</b>

# Fiscal Impacts – Grand Total

One-Time Budget Impacts	Amount
One-Time Police Costs	3,515,064
One-Time Fire Costs	23,655,336
<b>Subtotal</b>	<b>27,170,400</b>
Recurring Budget Impacts	Amount
Recurring Revenues (50% prop tax scenario)	5,019,852
Recurring Police Expenditures	4,067,178
Recurring Library Expenditures	271,281
Recurring Fire Expenditures	12,220,763
<b>Net Surplus / (Deficit)</b>	<b>(11,539,370)</b>

# Recommendation

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- Receive update and provide direction on the continued exploration of El Camino Village into the City of Torrance

# Next Steps

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- If Council direction is to proceed:
  - Refine details on General Fund cost impacts
  - Conduct analysis on impacts of all Funds
  - Prepare report on budget impacts of other services areas and reductions required
  - Engage with cities impacted by the spheres of influence for unincorporated areas
  - Return with updates periodically

# SEE WHAT TORRANCE IS DOING

## WE HAVE AN APP!

Download the myTorranceCA app on your smartphone. Submit a request, make a payment, peruse City services and more.

## WHY TORRANCE?

Discover why so many businesses choose to partner with Torrance and explore the locations, activities, and opportunities that set Torrance apart.

## YEAR IN REVIEW

Browse the City's Year In Review, highlighting City services and accomplishments from the prior calendar year.

## HOMELESS SERVICES

Read through Torrance's plan to prevent and combat homelessness. Discover ways you can help.

## TORRANCECA.GOV

Find a host of information on our website, including debunked Rumors that circulate the City.

## TORRANCEALERTS

Register for TorranceAlerts. When there is an emergency, get the information first on the City's early warning notification system.

## TRENDING IN TORRANCE

Get an overview of some of the most pressing topics within the City of Torrance. See what's trending!

## DISCOVER TORRANCE

Torrance is home to a variety of breweries, eateries, shopping centers, and hotels. Discover what our City had to offer!

## CONNECT WITH US



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## GET NOTIFIED OF SPECIAL EVENTS

When signing up for TorranceAlerts, make sure to select "Special Events"





## CITY OF LAWNDALE

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

DATE: March 17, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Nick Petrevski, Associate Engineer  
Lucho Rodriguez, Public Works Director

SUBJECT: **Award of Contract Community Development Block Grant ADA Sidewalks**

### 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 February 7, 2022, the City Council adopted resolution CC-2202-009 (resolution) incorporating CDBG funds into the City budget in the amount of \$321,438. Additionally, \$51,562 previously unallocated CDBG funds will be used for this year's CDBG project, for a total of \$373,000 project budget. Roads selected under the resolution are Grevillea Avenue from Manhattan Beach Boulevard to 159<sup>th</sup> Street; 159<sup>th</sup> Street from Grevillea Avenue to Hawthorne Boulevard; and Mansel Avenue from 147<sup>th</sup> Street to 145<sup>th</sup> Street. The project will consist of removing and replacing sidewalk, driveway approaches, ADA curb ramps, and curb and gutter.

### STAFF REVIEW

A bid opening was held on March 5, 2025. The City Clerk received and opened two (2) bids as follows:

Rank	Bidder Name	Total Bid Amount
1.	Onyx Paving Company, Inc.	\$282,000.00
2.	We R Builders, Inc.	\$384,180.00

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, Onyx Paving Company, Inc. based on their respective pricing, scope of work, and qualifications.

The CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps Project has \$433,681 budgeted from CDBG funding sources. The project construction will cost approximately \$282,000.00, not including contingency and CDBG Consultant Administrative and Labor Compliance costs. The project cost breakdown is as follows:

Construction Bid Amount	\$282,000.00
Construction Contingency (20%)	\$56,000.00
CDBG Consultant	\$35,000.00

Total Project Cost Estimate

\$373,000.00

**LEGAL REVIEW**

The City Attorney has reviewed this report.

**FISCAL IMPACT**

The current FY 2024-25 budget includes funding for this project. The project's available fund breakdown of CDBG funds is as follows:

CDBG FY 2022-23 (214-443-700.146)	\$373,000
Total Available Funding	\$373,000

**RECOMMENDATION**

Staff recommends that the City Council:

1. Award the construction contract to Onyx Paving Company, Inc., in the amount of \$282,000.00 for the CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps Project;
2. Approve the construction Contingency of \$56,000.00 for CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps Project; and
3. Approve the CDBG Consultant costs of \$35,000.00 for Administrative and Labor Compliance costs.

**Attachments**

[A. Construction Agreement.pdf](#)

[B. Construction Bid Opening Log.pdf](#)

[C. Project Location Map.pdf](#)

[D. Resolution CC-2202-009.pdf](#)

[E. We R Builders Proposal](#)

[F. Onyx Proposal](#)

## **Attachment A**

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF LAWNDALE, CALIFORNIA**, hereinafter referred to as the "**City**," and **Onyx Paving Company, 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 "**CDBG 602487-22 Various Locations ADA Sidewalk & Access Ramps 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 **Two Hundred Eighty Two Thousand and 00/100 Dollars (\$282,000.00).**

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 Contractor 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 Indemnatee. 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 LAWDALE,  
CALIFORNIA**

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Dated \_\_\_\_\_, 20\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
Name: Corey Kirschner  
Title: CHIEF EXECUTIVE OFFICER

By: \_\_\_\_\_  
Name: Jay Kirschner  
Title: SECRETARY



## **Attachment B**




## CITY OF LAWNDALE MANAGER'S REPORT MEMORANDUM

**DATE:** March 6, 2025

**TO:** Honorable Mayor and City Council

**VIA:** Sean M. Moore, City Manager

**FROM:** Yvette Hall, Assistant City Clerk  
Vanessa Alvarez, Administrative Assistant 

**SUBJECT:** Bid Opening – BN-2501-01 Community Development Block Grant  
Project No. 602487-22 Various Locations ADA Sidewalk & Access Ramps

On March 5, 2025, City Clerk Department staff conducted a public bid opening for the Community Development Block Grant Project No. 602487-22 Various Locations ADA Sidewalk & Access Ramps (BN-2501-01).

Bids were received from two (2) companies with bids ranging from \$282,000.00 submitted by Onyx Paving Company, Inc. to \$384,180.00 submitted by We R Builders, Inc.

The bid opening log was posted on the City's website and is attached for the City Council's information.

Attachments: 1) Bid Opening Log Sheet  
2) Bid Schedule & Subcontractor's List for lowest bid received



**CITY OF LAWDALE  
CITY CLERK DEPARTMENT  
BID OPENING LOG SHEET**

**APPARENT BID RESULTS**

**Project Name:** BN-2501-01 Community Development Block Grant  
**Project No.** 602487-22 Various Locations ADA Sidewalk & Access Ramps

<b>BIDDER (listed in the order received)</b>	<b>SUFFICIENT BID BOND? (Y/N)</b>	<b>TOTAL BID AMOUNT</b>
1. Onyx Paving Company, Inc.	Y	\$282,000.00
2. We R Builders, Inc.	Y	\$384,180.00

I, Yvette Palomo, Assistant City Clerk, of the City of Lawndale, hereby certify that bids for the above referenced project/services were received no later than the deadline specified in the project specifications, were opened by me, and that the above summary of the bid opening is a true and correct representation of that action.

Signed:   
Yvette Palomo, Assistant City Clerk

Dated: 3/5/25

cc: Nick Petrevski, Associate Engineer  
Lucho Rodriguez, Director of Public Works

## B. BID SCHEDULE

**BN-2501-01**  
**CDBG Project No. 602487-22**  
**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	\$12,000	\$12,000
2	1	LS	Traffic Control	601-3.5.2 601-7	\$28,000	\$28,000
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	\$22,000	\$22,000
4	4	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	\$14,000	\$56,000
5	3,684	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	\$18	\$66,312
6	481	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	\$142	\$68,302
7	1	EA	Sawcut, Remove and Reconstruct Parkway Drain per SPPWC Standard Plan 151-3, including restoration of 1-foot wide asphalt concrete pavement	315 400-1.7	\$11,236	\$11,236
8	550	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	\$18,150

(Total Bid in Figures) \$282,000.00

(Total Bid in Words) Two hundred and eighty two 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

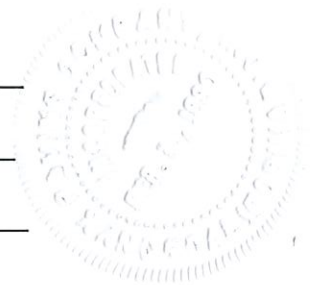
BIDDER'S BOND 10% Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: 

PW Registration #: 1000004798

State License #: 630360

Contractor Company Name: ONYX PAVING COMPANY, INC.





## K. SUBCONTRACTORS LIST

BN-2501-01

CDBG Project No. 602487-22

### 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.

Sub-Contractors Name: <i>Case Land Surveying, Inc.</i>	Address: <i>Orange, CA</i>
Description of Work: <i>Survey</i>	
CSLB Contractor License No. <i>L5411</i>	DIR Registration No. <i>1000001533</i>
Phone No. <i>714-628-8948</i>	Dollar Amount of Work & % of Work <i>\$5,900, 2.09%</i>

<b>Sub-Contractors Name:</b> PCI Striping	<b>Address:</b> Azusa, CA
<b>Description of Work:</b> Striping & Signing	
<b>CSLB Contractor License No.</b> 415490	<b>DIR Registration No.</b> 1000813536
<b>Phone No.</b> 562-218-0504	<b>Dollar Amount of Work &amp; % of Work</b> \$13,980, 4.96%

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

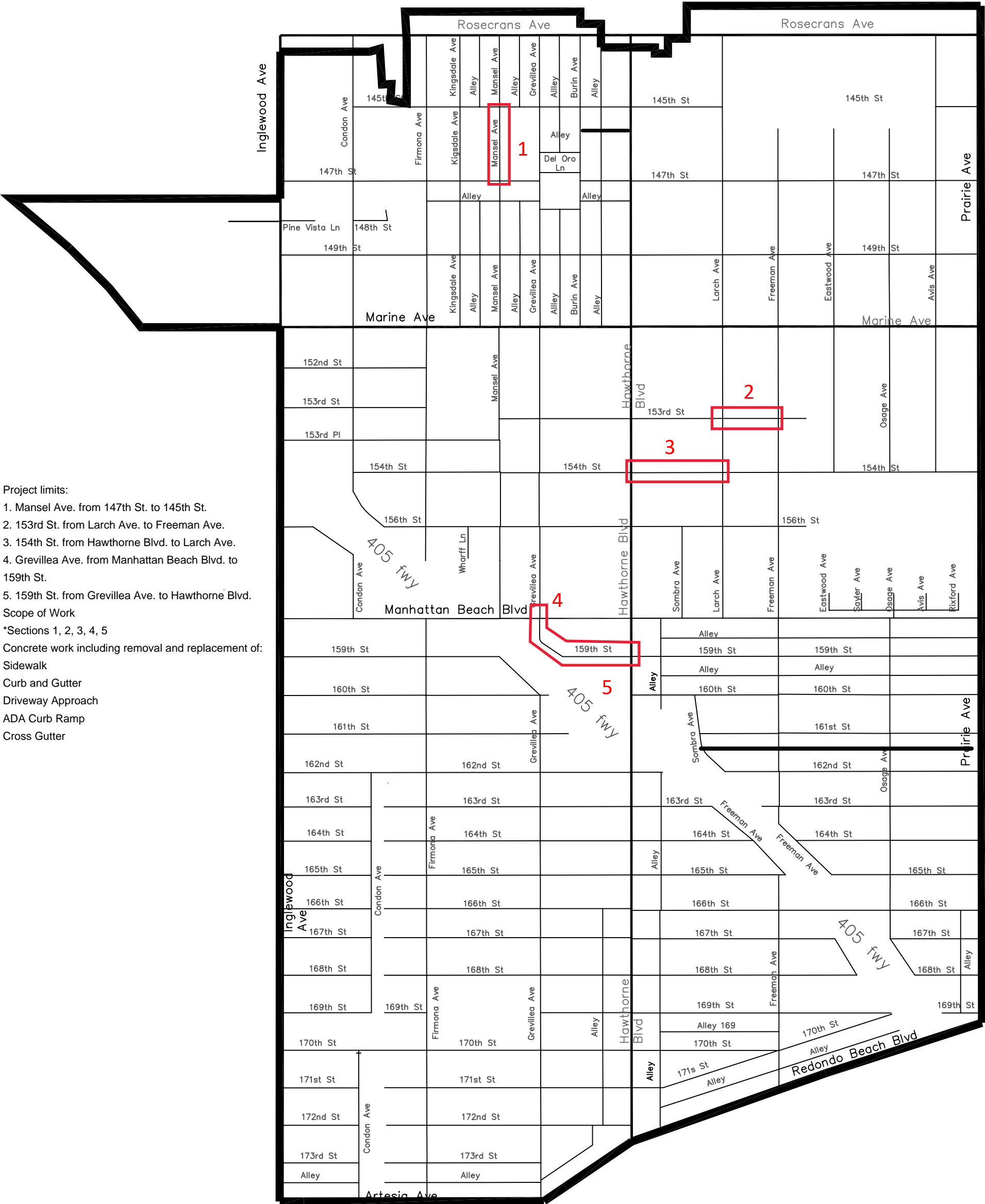
<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

Percent of work to be performed by sub-Contractors: \_\_\_\_\_ %  
(Note: 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. Mansel Ave. from 147th St. to 145th St.
- 2. 153rd St. from Larch Ave. to Freeman Ave.
- 3. 154th St. from Hawthorne Blvd. to Larch Ave.
- 4. Grevillea Ave. from Manhattan Beach Blvd. to 159th St.
- 5. 159th St. from Grevillea Ave. to Hawthorne Blvd.

Scope of Work

\*Sections 1, 2, 3, 4, 5

Concrete work including removal and replacement of:

- Sidewalk
- Curb and Gutter
- Driveway Approach
- ADA Curb Ramp
- Cross Gutter

## **Attachment D**

**RESOLUTION NO. CC-2202-009**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
APPROVING THE CITY'S COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2022-2023**

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 47 years the City of Lawnsdale (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 \$321,438 in CDBG funds will be available to the City for the 2022-2023 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 February 7, 2022 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2022-2023, 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The CDBG projects, FY 2022-2023 funding allocations, as listed in the CDBG Funding Chart for FY 2022-2023 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2022-2023.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed 2022-2023 planning documents to the Los Angeles County Development Authority (LACDA) 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 7<sup>th</sup> day of February, 2022

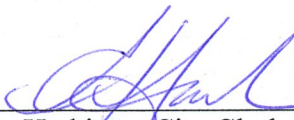
  
Robert Pullen-Miles, Mayor

ATTEST:

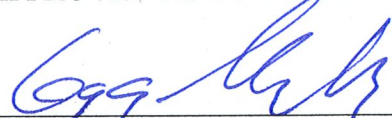
State of California                     )  
County of Los Angeles               )     SS  
City of Lawndale                     )

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-2202-009 at its regular meeting held on the 7<sup>th</sup> day of February, 2022, and duly approved and adopted said resolution at its regular meeting held on the 7<sup>th</sup> day of February, 2022, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Rhonda Hofmann Gorman, Mayor Pro Tem	X				
Pat Kearney	X				
Bernadette Suarez	X				
Sirley Cuevas	X				

  
Erica Harbison, City Clerk

APPROVED AS TO FORM:

  
Gregory M. Murphy, City Attorney

Resolution No. CC-2202-009

Approving City's Community Development Block Grant Program for Fiscal Year 2022-2023



**EXHIBIT A**  
**CDBG FUNDING CHART FOR FY 2022-2023**

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total																									
Senior Activities (Max. 20%) Nutrition	\$ 67,287	N/A	\$ 67,287.00																									
Street Projects																												
<table><tr><td>Street Name:</td><td>From:</td><td>To:</td><td>PCI:</td><td>Estimated:</td></tr><tr><td>Grevillea</td><td>Manhattan Beach Blvd.</td><td>159th</td><td>~37</td><td>\$ 80,000.00</td></tr><tr><td>159th</td><td>Grevillea</td><td>Hawthorne</td><td>~40</td><td>\$ 40,000</td></tr><tr><td>Mansel Ave</td><td>145th</td><td>147th</td><td>~40</td><td>\$ 137,151</td></tr><tr><td colspan="2">Total</td><td></td><td></td><td>\$257,151.00</td></tr></table>	Street Name:	From:	To:	PCI:	Estimated:	Grevillea	Manhattan Beach Blvd.	159th	~37	\$ 80,000.00	159th	Grevillea	Hawthorne	~40	\$ 40,000	Mansel Ave	145th	147th	~40	\$ 137,151	Total				\$257,151.00	\$ 257,151	\$ N/A	\$ 257,151.00
Street Name:	From:	To:	PCI:	Estimated:																								
Grevillea	Manhattan Beach Blvd.	159th	~37	\$ 80,000.00																								
159th	Grevillea	Hawthorne	~40	\$ 40,000																								
Mansel Ave	145th	147th	~40	\$ 137,151																								
Total				\$257,151.00																								
TOTAL	\$321,438.00	\$ N/A	\$ 321,438.00																									

Resolution No. CC-2202-009

Approving City's Community Development Block Grant Program for Fiscal Year 2022-2023

# ATTACHMENT E

#### IV. BID DOCUMENTS

##### A. PROPOSAL

**BN-2501-01**

**CDBG Project No. 602487-22**

**Various Locations ADA Sidewalks & Access Ramps**

CONTRACTOR: We R Builders, Inc. Date: 03/05/2025

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-2501-01**

**CDBG Project No. 602487-22**

**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

1000884610  
PWCR Registration Number



## B. BID SCHEDULE

**BN-2501-01**  
**CDBG Project No. 602487-22**  
**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	\$19,000	\$19,000
2	1	LS	Traffic Control	601-3.5.2 601-7	\$35,000	\$35,000
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	\$35,000	\$35,000
4	4	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	\$12,000	\$48,000
5	3,684	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	\$25	\$92,100
6	481	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	\$180	\$86,580
7	1	EA	Sawcut, Remove and Reconstruct Parkway Drain per SPPWC Standard Plan 151-3, including restoration of 1-foot wide asphalt concrete pavement	315 400-1.7	\$30,000	\$30,000
8	550	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	\$70	\$38,500

(Total Bid in Figures) \$384,180.00

(Total Bid in Words) Three hundred eighty-four Thousand one hundred Eighty dollars and zero Cents

Contractor Name: We R Builders, 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

\$38,418.00 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: Wozat Saul

PW Registration #: 1000884610

State License #: 1055746

Contractor Company Name: We R Builders, Inc.



### C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, We R Builders, 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-2501-01 - CDBG Project No. 602487-22, 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 American Contractors Indemnity Company a corporation organized and existing under the laws of the State of California, 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 of the 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 5th day of March, 2025.

We R Builders, Inc.

Principal

By: Wagdy Samdi; Nezar Alsmadi

Title: President, Secretary & Treasurer

American Contractors Indemnity Company

Surety

By: Pietro Micciche

Pietro Micciche, Attorney-in-Fact

Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of Los Angeles )On March 5th, 2025 before me, Angel Nunez, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Pietro Micciche  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

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: \_\_\_\_\_





TOKIO MARINE  
HCC

## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Pietro Micciche of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Five Million\*\*\*\*\* Dollars (\*\*\*\$5,000,000.00\*\*\*).

This Power of Attorney shall expire without further action on January 31<sup>st</sup> 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS  
BONDING COMPANY, UNITED STATES SURETY COMPANY,  
U.S. SPECIALTY INSURANCE COMPANY

By:

Daniel P. Aguilar, Vice President

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

State of California  
County of Los Angeles

On this 1<sup>st</sup> day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5<sup>th</sup> day of March 2024.

Bond No.

Agency No.

3057



Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information



**CALIFORNIA ACKNOWLEDGMENT**

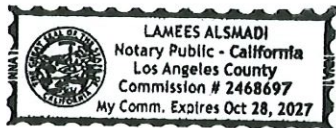
CIVIL CODE § 1189

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

State of California }

County of Los AngelesOn March 5, 2025 before me, Lamees Alsmadi, Notary public  
Date Here Insert Name and Title of the Officerpersonally appeared Nezar Alsmadi  
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.

Place Notary Seal and/or Stamp Above

Signature Lamees Alsmadi  
Signature of Notary Public**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**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: \_\_\_\_\_

**D. BIDDER'S ASSURANCE**

**BN-2501-01**

**CDBG Project No. 602487-22**

**Various Locations ADA Sidewalks & Access Ramps**

FROM:

Name of Bidder: We R Builders, Inc.

Business Address: 3746 Foothill Blvd. #304, Glendale, CA 91214

Telephone No: (714) 874-5275 / (714) 423-3844

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. 602487-22 Various Locations ADA Sidewalks & Access Ramps BN-2501-01,

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: Nezar Alsmadi



TITLE: President, Secretary & Treasurer

## **E. BIDDER'S DECLARATION**

**BN-2501-01**

**CDBG Project No. 602487-22**

**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,

We R Builders, Inc.

Contractor's Business Name

3746 Foothill Blvd. #304

Business Address: Street

Glendale, CA 91214

City State Zip

Classification

(714) 874-5275 | (714) 423-3844


Business Phone Number

Nezar Alsmadi | President, Secretary & Treasurer

Name Title

Glendale, CA 91214

City State Zip

  
Contractor Signature Title

Nezar Alsmadi | President, Secretary & Treasurer

By Title

License #: 1055746 | Classification: A & B

Contractor's License No. and

03/05/2025

Date

3746 Foothill Blvd. #304

Residence: Street

(714) 874-5275 | (714) 423-3844

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-2501-01**

**CDBG Project No. 602487-22**

**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 We R Builders, Inc.

TITLE OF PERSON SIGNING President, Secretary & Treasurer

SIGNATURE 

DATE 03/05/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A

**G. CERTIFICATION OF PRINCIPAL**

**BN-2501-01**

**CDBG Project No. 602487-22**

**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: Nezar Alsmadi

Title: President, Secretary & Treasurer

Name of Company: We R Builders, Inc.



**H. DECLARATION OF ELIGIBILITY TO CONTRACT**  
**[Labor Code Section 1777.1; Public Contract Code Section 6109]**

**BN-2501-01**

**CDBG Project No. 602487-22**

**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 5th day of March 2025, at Glendale, CA (place of execution),

California.

Signature: \_\_\_\_\_

Name: Nezar Alsmadi

Title: President / Secretary & Treasurer

Name of Company: We R Builders, Inc.

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

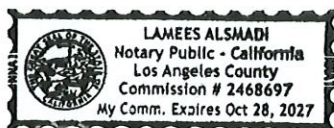
State of California

County of Los Angeles

On March 5, 2025 before me, Lamees Alsmadi, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared NeZar Alsmadi  
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 Lamees Alsmadi  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_



# I. NON-COLLUSION DECLARATION

BN-2501-01

CDBG Project No. 602487-22

Various Locations ADA Sidewalks & Access Ramps

The undersigned declares:

I am the President, Secretary & Treasurer of We R Builders, 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 05/03/2025 [date], at Glendale [city], California [state].

We R Builders, Inc.

NAME OF BIDDER

Wazal Badi Nezar Alsmadi  
SIGNATURE OF BIDDER

3746 Foothill Blvd. #304

ADDRESS OF BIDDER

<u>Glendale,</u>	<u>CA</u>	<u>91214</u>
CITY	STATE	ZIP



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

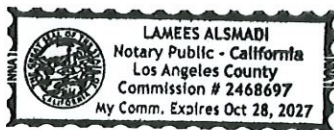
State of California

County of Los Angeles

On March 5, 2025 before me, Lamees Alsmadi, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Nezar Alsmadi  
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 Lamees Alsmadi  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

## J. REFERENCES OF WORK

BN-2501-01

CDBG Project No. 602487-22

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 within the past five years.

All contact information must be current.

1. **" See Attached File "**

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

**" See Attached File "**

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 File "**

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

**" See Attached File "**

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

3. \_\_\_\_\_  
Name and Address of Public Agency

\_\_\_\_\_  
Name, Email, and Telephone Number of Project Manager

\_\_\_\_\_  
**" See Attached File "**

\_\_\_\_\_  
Name and Description of Project

\_\_\_\_\_  
Original Contract Amount

\_\_\_\_\_  
Original Date of Completion

\_\_\_\_\_  
Final Contract Amount

\_\_\_\_\_  
Final Date of Completion

\_\_\_\_\_  
Number of Change Orders

4. \_\_\_\_\_  
Name and Address of Public Agency

\_\_\_\_\_  
Name, Email, and Telephone Number of Project Manager

\_\_\_\_\_  
**" See Attached File "**

\_\_\_\_\_  
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.

We R Builders, Inc.

NAME OF BIDDER

DATE 03/05/2025

\_\_\_\_\_  
SIGNATURE OF BIDDER



## We R Builders, Inc.

3746 Foothill Blvd, #304, Glendale, CA 91214  
714.874.5275 | [Operations@WRBConstruction.com](mailto:Operations@WRBConstruction.com)  
CA License #1055746 | DIR #1000884610



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### — SELECTIVE WORK EXPERIENCE —

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Included herein is a curated selection of contracts recently completed by We R Builders, Inc., demonstrating our expertise and commitment to excellence. These examples reflect a portion of our extensive portfolio, underscoring our capability to deliver high-quality results in response to public solicitations.

*Please Note: In the event that further references or detailed information on previously completed projects are needed, WRB is fully prepared to furnish these at your request. This is part of our commitment to ensuring full transparency and confidence in our qualifications for your project. NOTE: No claims against both parties for all projects below.*

(1) **CONTRACT NAME:** Concrete, Masonry and Drainage Repair/Maintenance Master Agreement

**OWNER:** Sierra Corporate Management, Inc.

**CONTRACT VALUE:** \$1M | **Completion Date:** December 2022

**CONTACT:** Edmund Nisbet; (682) 215-9049; [edmundnisbet@gmail.com](mailto:edmundnisbet@gmail.com)

**DESCRIPTION OF WORK:**

As the primary contractor, we have been entrusted with the maintenance and major projects requiring professional services across all facilities owned by the client in Southern California, including Orange County, Los Angeles County, Riverside County, and San Bernardino County. This responsibility encompasses a broad range of activities with stringent requirements to ensure the highest standards are met. Our work has involved both minor and major concrete and masonry repairs across various facilities. A critical aspect of our role includes coordinating with homeowners, ensuring a smooth and unobtrusive process while performing necessary upgrades and repairs. This has been particularly significant in community pool projects, where we have upgraded facilities to meet health and safety standards, enhancing the recreational experience for residents. In addition to these tasks, we have focused on upgrading various community areas to ensure ADA compliance, making them accessible and safe for all users. A notable aspect of our work has been facilitating construction services to address and improve drainage infrastructures. Given the unique elevation challenges in communities along the mountains, our team has been instrumental in designing and implementing comprehensive new drainage systems. This includes the installation of necessary pumps, laying new piping, and adding catch basins to effectively manage water flow and prevent potential issues. Our commitment to meeting the specific needs of each community, particularly in challenging environments, demonstrates our capability to deliver tailored, high-quality solutions, ensuring every project not only meets but exceeds the expectations of our client and the community residents.

---

(2) **CONTRACT NAME:** Retaining Wall and Foundation System Replacement

**OWNER:** Hollydale Estates

**CONTRACT VALUE:** \$350K | **Completion Date:** December 2022

**CONTACT:** Edmund Nisbet; (682) 215-9049; [edmundnisbet@gmail.com](mailto:edmundnisbet@gmail.com)

**DESCRIPTION OF WORK:**

The scope of work entailed replacing over 500 linear feet of failing retaining CMU block walls, accompanied by the installation of new foundational systems. This intricate task required a harmonized approach, blending technical skill with acute attention to resident coordination and safety. Effective communication with residents impacted by the construction was paramount. Our team diligently informed and collaborated with the community to minimize disruption, ensuring a smooth process throughout the project's duration. Emphasizing safety, we rigorously implemented measures to secure the worksite during operation and at the close of each workday, safeguarding both the public and the residents. Compliance with the specifications and requirements of local authorities was a critical aspect of our execution strategy. We engaged continuously with regulatory bodies, adhering strictly to their guidelines, particularly in aspects related to structural integrity and safety. This meticulous adherence to regulatory standards was instrumental in the successful and compliant completion of the project, showcasing our commitment to quality, safety, and community cooperation.



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### — SELECTIVE WORK EXPERIENCE —

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(3) **CONTRACT NAME:** Community Pool Renovations & Upgrades

**OWNER:** Solterra at Civic Center

**CONTRACT VALUE:** \$300K | **Completion Date:** December 2021

**CONTACT:** Alex Segal; (949) 910-8031; [asegal@apex-rm.com](mailto:asegal@apex-rm.com)

**DESCRIPTION OF WORK:**

Our construction company successfully completed the Community Pool Renovations & Upgrades project, which involved comprehensive enhancements to several community pools to meet and exceed current health and safety standards. A significant focus of this project was the extensive renovation of the concrete pool decks, where our team excelled in removing and replacing the existing structures to guarantee durability, compliance, and aesthetic appeal. Alongside the deck work, we undertook the replacement of coping, plaster, and advanced drainage systems, integrating new drain pumps where needed for superior water management. The project also encompassed updates to plumbing and electrical systems to ensure all components were modern and fully compliant with regulations. To further enhance safety and user experience, we installed new tile work, handrails, steps, and perimeter fencing, all chosen for their quality and longevity. Our efforts extended to the surrounding landscapes as well, with the repair and upgrade of irrigation systems to maintain the beauty and functionality of the pool areas. Through meticulous planning, execution, and collaboration with health and safety regulators, we transformed these community pools into modern, safe, and aesthetically pleasing recreational facilities. This project highlighted our expertise in concrete renovations and our commitment to delivering high-quality, community-focused construction solutions, solidifying our reputation as a leader in the industry.

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(4) **CONTRACT NAME:** Citywide Pedestrian Crossing Improvements

**OWNER:** City of Riverside, Department of Public Works

**CONTRACT VALUE:** \$314K | **Completion Date:** March 2024

**CONTACT:** David Hatch; (951) 288-3632; [dhatch@riversideca.gov](mailto:dhatch@riversideca.gov)

**DESCRIPTION OF WORK:**

Our construction firm proudly completed the Citywide Pedestrian Crossing Improvements project for the City of Riverside's Public Works Department, significantly enhancing pedestrian safety and accessibility across 14 key locations within the city. This comprehensive project, completed on time and within budget, involved the installation of ADA-compliant curb ramps, state-of-the-art flashing LED stop signs, and high-visibility crosswalks, all aimed at improving pedestrian visibility and ensuring safer navigation for both pedestrians and vehicles. Through meticulous planning and execution, we employed stringent traffic control measures in line with CA MUTCD guidelines, ensuring minimal disruption during construction. Our proactive coordination with utility providers guaranteed uninterrupted services, while our dedication to environmental stewardship was demonstrated through our adherence to dust control measures and stormwater pollution prevention strategies. The project's success was further assured by our commitment to quality assurance and materials control, ensuring the durability and effectiveness of the infrastructure improvements made. This project not only reflects our firm's expertise in managing and executing complex urban infrastructure projects but also underscores our commitment to enhancing community safety and accessibility, solidifying our reputation as a leader in the construction industry.



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### — SELECTIVE WORK EXPERIENCE —

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(5) **CONTRACT NAME:** On-Call Related Services

**OWNER:** Eastern Municipal Water District

**CONTRACT VALUE:** \$1.8M | **Completion Date:** 2023 (Extension – 5 Years)

**CONTACT:** Haely Hernandez; (951) 928-3777 ext. 6231; [hernanha@emwd.org](mailto:hernanha@emwd.org)

**DESCRIPTION OF WORK:**

This contract involves proficient management and coordination of the master contract with the owner, ensuring that all work is scheduled and executed effectively to align with the owner's requirements. Our approach is structured to maximize efficiency, often by bundling multiple location repairs to optimize resource use and response times.

The scope of work is diverse and includes concrete flat work such as sidewalks, curbs and gutters, cross-gutters, drive approaches, and ADA curb ramps, alongside more specialized tasks like fencing repairs, structural foundation repairs, CMU block wall repairs, and bespoke masonry and concrete work for unique situations. Our team is adept at handling sophisticated scenarios, demonstrating flexibility and innovation in our solutions.

Crucial to our success is the seamless coordination and scheduling of work with other contractors involved in the project. We maintain open communication channels and collaborative relationships to ensure all activities are harmonized, minimizing disruption and facilitating a timely and successful completion of the project, in accordance with the owner's schedule and standards. Our focus is on delivering high-quality results while maintaining rigorous safety and quality controls throughout the project lifecycle.

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(6) **CONTRACT NAME:** On-Call Emergency Asphalt and PCC Restorations.

**OWNER:** City of Santa Ana, Public Works Department

**CONTRACT VALUE:** \$3M (Work-Orders) | **Completion Date:** 2023 (Extension – 3 Years)

**CONTACT:** Michelle Cabanas; (714) 647-5031; [Mcabanas@santa-ana.org](mailto:Mcabanas@santa-ana.org)

**DESCRIPTION OF WORK:**

This contract focuses on comprehensive concrete restorations in public rights-of-way, covering essential elements such as Sidewalks, Curbs and Gutters, Cross-Gutters, Drive-Approaches, and ADA Curb Ramps. Our approach includes thorough inspections, precise removal of damaged concrete, and meticulous replacement ensuring seamless integration with existing infrastructure and full ADA compliance.

While the primary emphasis is on concrete work, brief attention is also given to necessary asphalt pavement restorations. We prioritize adherence to city standards and safety for the public, city personnel, and our staff, implementing stringent traffic and pedestrian control measures in line with the WATCH manual, and ensuring the use of all required Personal Protective Equipment (PPE). Our goal is to deliver high-quality, durable restorations with minimal public disruption, upholding the highest safety and quality standards.



## K. SUBCONTRACTORS LIST

BN-2501-01

CDBG Project No. 602487-22

### 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.**

Sub-Contractors Name: <b>PCI</b>	Address: <b>975 W 1<sup>st</sup> Street, Azusa, CA 91702</b>
Description of Work: <b>Traffic Signing, striping and markings.</b>	
CSLB Contractor License No. <b>415490</b>	DIR Registration No. <b>1000813536</b>
Phone No. <b>(562) 218-0504</b>	Dollar Amount of Work & % of Work <b>3.64 %</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

Percent of work to be performed by sub-Contractors: 3.64 %  
(Note: 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: Nezar Alsmadi

Title: President, Secretary & Treasurer

Firm Name: We R Builders, Inc.

Date: 03/05/2025

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.<sup>1</sup>

Name of Bidder: We R Builders, Inc.

DIR Registration Number: 1000884610

DIR Registration Expiration: 06/30/2025

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 We R Builders, Inc.

Signature 

Name and Title President, Secretary & Treasurer

Dated 03/05/2025

<sup>1</sup> 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."



# EXHIBIT 6

## 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 amount or percentage of bid*

CDBG Project No. 602487-22 Various Locations ADA

Project Name:

Sidewalks & Access Ramps

Awarding Agency: City of Lawndale

Location: City of Lawndale

Project Number: PROJECT NO. 602487-22

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
PCI   975 W 1st Street Azusa California 91702	TBD	41549	\$ 13,980.00	June, 2025	July 2025	TBD

Signature:



Name and Title: Nezar Alsmadi | President, Secretary & Treasurer

Date: March 5, 2025

Company Name: We R Builder, Inc.

# EXHIBIT 7

## Prime Contractor File Checklist

Local Contracting Agency (LCA): City of Lawndale Prime Contractor Name: We R Builders, Inc.  
 Project Name: CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps Project Number: PROJECT NO. 602487-22

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*  
 Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements  
 Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at [www.wdol.gov](http://www.wdol.gov)  
 Document any reason(s) for not providing a *Wage Modification* issued within 10-days of bid opening  
 Hold a *Section 3* pre-bid meeting to explain the bid preference & hiring requirements  
 Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results)  
 Complete the *Section 3 Bid Evaluation Memorandum* (if applicable) and forward a copy to GMU


Date submitted: \_\_\_\_\_  
 Date received: \_\_\_\_\_  
 Date verified: \_\_\_\_\_  
 ◀ *Attach a copy of the Memo-to-File*  
 Pre-Bid Date: \_\_\_\_\_  
 Bid Opening Date: \_\_\_\_\_  
 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  
 Check CA Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR/Search>  
 Check CA Department of Industrial Relations (DIR) at <http://www.dir.ca.gov/dlse/debar>  
 Check the *System for Award Management (SAM)* at <https://www.sam.gov> for Contractor Eligibility  
 Date the LCA & Contractor ☐ signed a contract or ☐ council approved the award (*Contract Award date*)  
 Send a *Notice of Contract Award* letter to DOL/OFCCP (*Contracts \$10,000 or more*)  
 Send a copy of the completed *Agency Report of Contract Award form (ARCA)* to GMU  
 Send a copy of the Prime Contractor's *List of Subcontractors* to GMU


Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contract Award Date: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Date sent: \_\_\_\_\_  
 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  
 An *Additional Work Classification Request form* received for classifications not listed on *Wage Decision*  
 LCA sent a *Notice to Proceed* to the prime contractor  
 LCA is reminded to send a copy of all Change Orders to GMU


Notification sent on: \_\_\_\_\_  
 Classification: \_\_\_\_\_  
 Start Date: \_\_\_\_\_

**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  
*Section 3* Commitment form  
*Section 3* Economic Opportunity Plan  
*Section 3* Economic Opportunity Report (Submit with the final payroll report)


Total Employees: \_\_\_\_\_ Low-Income: \_\_\_\_\_  
 Proposed Low-Income New Hires: \_\_\_\_\_  
 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: _____
	YES	NO	<b>COMMENTS</b>

## CONTRACT ACTIVITY

**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  
Notice to Employees – Davis-Bacon Poster includes the LCA contact person's name & project number  
The Law – EEO Poster  
Notice of Equal Employment Opportunity Commitment  
Notice of Section 3 Commitment  
Documented in file (include the *Project Number*) via: ☐ Photographs ☐ Memo-to-File ☐ Interview form

		CA: _____ Mod: _____ Date: _____
		Contact Person's Name: _____
		<input type="checkbox"/> N/A

**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  
Interview forms are complete & attached to corresponding CPR  
A minimum of 10% of the workforce was interviewed

		Number of Interviews: _____
		Number of Workers: _____
		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  
Payroll Reports submitted are in the form and format authorized by HUD  
CPR was numbered Sequential & the last report is annotated "Final"  
CPR includes the Name, Address and EIN of Contractor  
Also include the Name, Address & SSN (or employer-generated ID) of each worker  
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 Apprenticeship is attached to the CPR for each apprentice  
The Ratio of Apprentice to Journeymen meets ☐ HUD and/or ☐ Local Union standards

		<input type="checkbox"/> N/A
		DATE of the FIRST workday: _____
		DATE of the LAST workday: _____
		<input type="checkbox"/> Confidential List of employees is in the file

**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  
Provided GMU with a copy of the worksheet that identifies the workers that were underpaid  
Calculated underpayment amount and documented findings on the spreadsheet  
Notified the contractor (*in writing*) of the nature of the underpayment & required corrective action to take  
Informed the Contractor of his/her Right of Appeal in accordance with the LCA policies  
Reported to GMU that the contractor was able to make full restitution payments to all workers  
Advised GMU that the contractor was unable to make restitution payments to \_\_\_\_\_ workers  
Letters were sent (*Regular & Certified Mail*) to each of the unfound/underpaid workers  
An escrow account was established on \_\_\_\_\_ (date)  
Submit a 5.7 Enforcement Report (*Unfound workers and/or underpayments of \$1,000 or more*) to GMU

		Sent on: _____
		Number of Workers: _____
		Underpayment Amount: _____
		Date Notified: _____
		Date Informed: _____
		Date Reported: _____
		Outstanding Amount: _____
		Date: _____
		Escrow Amount: _____
		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?

Was a completion letter sent to the prime contractor to document performance/compliance?

Has the LCA provided GMU with copies of all Change Orders? If not send copies with this request

Has the LCA provided GMU with 'after' photographs of the project area? If not, submit with request

Submit a standard-format *Request for CDBG Contract & Labor Compliance File Review* of the project files


Date Filed: \_\_\_\_\_

Sent on: \_\_\_\_\_

Number of Change Orders: \_\_\_\_\_

Sent on: \_\_\_\_\_

Date Requested: \_\_\_\_\_

## EXHIBIT 8

### **CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION**

*Federal Compliance Form - to be submitted with Bid*

PROJECT NO. 602487-22  
Project Name/Number

City of Lawndale  
Awarding Agency

We R Builders, Inc.  
Company Name

3746 Foothill Blvd. #304, Glendale, CA 91214  
Company Address

1055746  
License Number

83-2569333  
Employer Identification Number

033630594  
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)

Nezar Alsmadi  
Name

President, Secretary & Treasurer  
Title

  
Signature

March 5, 2025  
Date

**PRINCIPAL OWNER/GENERAL PARTNER:** (listed on CSLB Personnel List)

N/A  
Name

N/A  
Title

N/A  
Signature

N/A  
Date



## EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 03/29/2002)</small>				
1. FROM (name and address of requesting agency)  <div style="text-align: center;">City of Lawndale.</div>	2. PROJECT NAME AND NUMBER  <div style="text-align: center;">PROJECT NO. 602487-22</div>					
	3. LOCATION OF PROJECT (City, County and State)  <div style="text-align: center;">City of Lawndale.</div>					
4. BRIEF DESCRIPTION OF PROJECT  Various Locations ADA Sidewalks & Access Ramps	5. CHARACTER OF CONSTRUCTION <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Building  <input type="checkbox"/> Heavy  <input type="checkbox"/> Highway </div> <div> <input type="checkbox"/> Residential  <input checked="" type="checkbox"/> Other (specify)  <div style="text-align: center;">Sidewalk &amp; ADA Curb Ramps</div> </div> </div>					
6. WAGE DECISION NO. (include modification number, if any)  <input type="checkbox"/> COPY ATTACHED      TBD	7. WAGE DECISION EFFECTIVE DATE  <div style="text-align: center;">TBD</div>					
8. WORK CLASSIFICATION(S)  <div style="text-align: center;">TBD</div>	<div style="text-align: center;">HOURLY WAGE RATES</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">BASIC WAGE</th> <th style="width: 50%; text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px; vertical-align: middle; text-align: center;">TBD</td> <td style="height: 100px; vertical-align: middle; text-align: center;">TBD</td> </tr> </tbody> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)	TBD	TBD
BASIC WAGE	FRINGE BENEFIT(S) (if any)					
TBD	TBD					
9. PRIME CONTRACTOR (name, address)  We R Builders, Inc.   3746 Foothill Blvd. #304, Glendale, CA 91214	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)  PCI   975 W 1st Street Azusa California 91702					
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>Check All That Apply:</b></div> <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.</div> <div><input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.</div> <div><input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.</div> <div><input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).</div> <div><input type="checkbox"/> Supporting documentation attached, including applicable wage decision.</div> </div>						
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>Check One:</b></div> <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.</div> <div><input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.</div> </div>						
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-top: 1px solid black; text-align: center;">Agency Representative <small>(Typed name and signature)</small></div> </div> <div style="width: 45%;"> <div style="border-top: 1px solid black; text-align: center;">Date</div> <div style="border-top: 1px solid black; text-align: center; margin-top: 10px;">Phone Number</div> </div> </div>		<div>FOR HUD USE ONLY</div> <div>LR2000:</div> <div style="margin-top: 20px;">Log in:</div> <div style="margin-top: 10px;">Log out:</div>				

## 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 areas<sup>1</sup> 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: March 5, 2025 Project Number: PROJECT NO. 602487-22

Company: We R Builders, Inc.

Address: 3746 Foothill Blvd. #304, Glendale, CA 91214

By: Nezar Alsmadi

Title: President, Secretary & Treasurer

**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: N/A Project Number: N/A Contract Award \$ N/A

Awarding Agency: N/A

Contractor Name: We R Builders, Inc

Affiliate Company: N/A

By: Nezar Alsmadi Title: President, Secretary & Treasurer

**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 (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 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: TBD  
(Name of Labor Union, Workers Representative, etc.)

TBD  
(Address)

Name of Business (Contractor): We R Builders, Inc.

CDBG Project No. 602487-22 Various  
Project Name: Locations ADA Sidewalks & Access Ramps Project Number: PROJECT NO. 602487-22

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.

Nezar Alsmadi  
(Print Name)

By:   
(Signature)

March 5, 2025  
(Date)

President, Secretary & Treasurer  
(Title)

## EXHIBIT 13

### **FEDERAL LOBBYIST CERTIFICATION**

*Federal Compliance Form - to be submitted with Bid*

Name of Firm: We R Builders, Inc.  
Address: 3746 Foothill Blvd. #304, Glendale  
State: CA Zip Code: 91214 Telephone Number: (    ) (714) 874-5275

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 grant<sup>1</sup> 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:

Nezar Alsmadi  
(Print Name)

March 5, 2025  
(Date)

By:   
(Signature)

President, Secretary & Treasurer  
(Title)



**EXHIBIT 14**  
**COUNTY LOBBYIST CODE CHAPTER 2.160**  
**COUNTY ORDINANCE NO. 93-0031**  
**CERTIFICATION**

Name of Firm: We R Builders, Inc.  
Address: 3746 Foothill Blvd. #304, Glendale  
State: CA Zip Code: 91214 Telephone Number: (     ) (714) 874-5275

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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:

Nezar Alsmadi  
(Contractor/Subcontractor)

By:   
(Signature)

March 5, 2025  
(Date)

President, Secretary & Treasurer  
(Title)

## EXHIBIT 15

### Fringe Benefit Payment Certification

CDBG Project No. 602487-22  
Various Locations ADA Sidewalks

PROJECT NAME & Access Ramps

We R Builders, Inc.

AWARDING AGENCY / CONTRACTOR

City of Lawndale Various Locations ADA Sidewalks & Access Ramps

PROJECT LOCATION

We R Builders, Inc.

COMPANY NAME

3746 Foothill Blvd. #304, Glendale, CA 91214

COMPANY ADDRESS

1055746

LICENSE NUMBER

83-2569333

EMPLOYER IDENTIFICATION NUMBER

033630594

DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED	NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
TBD	Health & Welfare	TBD
	Pension	
	Vacation	
	Apprenticeship/Training	
	Other (explain)	
	TOTAL HOURLY FRINGE	
TBD	Health & Welfare	TBD
	Pension	
	Vacation	
	Apprenticeship/Training	
	Other (explain)	
	TOTAL HOURLY FRINGE	
TBD	Health & Welfare	TBD
	Pension	
	Vacation	
	Apprenticeship/Training	
	Other (explain)	
	TOTAL HOURLY FRINGE	
TBD	Health & Welfare	TBD
	Pension	
	Vacation	
	Apprenticeship/Training	
	Other (explain)	
	TOTAL HOURLY FRINGE	
TBD	Health & Welfare	TBD
	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.

Nezar Alsmadi

AUTHORIZED OFFICIAL NAME



AUTHORIZED OFFICIAL SIGNATURE

President, Secretary & Treasurer

AUTHORIZED OFFICIAL TITLE/CAPACITY

March 5, 2025

DATE

**CONTRACTOR INFORMATION**

Company Name We R Builders, Inc.

Address 3746 Foothill Blvd. #304, Glendale, CA 91214

Telephone (714) 874-5275 Fax 714-845-9930 E-mail Estimates@WRBConstruction.com

Type of Firm: Individual ☐ Partnership ☐ Corporation ☒

Corporation organized under the laws of the State of CA

Contractor's License Number 1055746 State CA Classification A & B Expiration Date 07/31/2025

DIR Registration Number 1000884610 Expiration Date 6/30/2025

Names and titles of all officers of the firm

Nezar Alsmadi | President, Secretary & Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please circle all categories that are applicable to the company:

Ethnicity of Company Owner or Ownership

- ☐ Asian/Pacific American
- ☐ Black American
- ☐ Hasidic Jews
- ☐ Hispanic American
- ☐ Native American
- ☒ White American

Section 3 Certified Business Concern

- ☒ Section 3 Qualified Business

Certified Business Status

- ☐ Disadvantaged Business
- ☐ Local Small Business
- ☐ Minority Owned Business
- ☐ Women Owned Business

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

CDBG Project No. 602487-22 Various Locations ADA  
Sidewalks & Access Ramps

City of Lawndale

PROJECT NAME

AWARDING AGENCY

Location: City of Lawndale

Project Number: PROJECT NO. 602487-22

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
PCI   975 W 1st Street Azusa California 91702	TBD	41549	\$ 13,980.00	June, 2025	July 2025	TBD



Signature

Nezar Alsmadi | President, Secretary & Treasurer

Name and Title

March 5, 2025

We R Builders, Inc.

Date

Company Name



**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives 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.
- (4) 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

We R Builders, Inc | 3746 Foothill Blvd. #304,  
Glendale, CA 91214

By

Nezar Alsmadi

Title

President, Secretary & Treasurer



upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410 Definition of term "applicant".**

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420 Equal Opportunity Clause to be included in contracts and subcontracts.**

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

##### **200.425 Modification in and exemptions from the regulations in this subpart.**

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**HUD-4010**  
**Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development**  
**Office of Davis-Bacon and Labor Standards**

**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 and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications**

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
  1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  2. The classification is used in the area by the construction industry; and
  3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used 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.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

**iv. Fringe benefits not expressed as an hourly rate**

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **2. Withholding**

### **i. Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

### **ii. Priority to withheld funds**

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## **3. Records and certified payrolls**

### **i. Basic record requirements**

**A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

**B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

**C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

**A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
  2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**4. Apprentices and equal employment opportunity**

**i. Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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 must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, 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 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
  - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
    - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - B. A contracting agency for its procurement costs;
    - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
    - D. A contractor’s assignee(s);
    - E. A contractor’s successor(s); or
    - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.



#### **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) 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:     N/A     Project Number:     N/A     Contract Award: \$     N/A    

Awarding Agency:                                 N/A                                

Contractor Name:                                 We R Builders, Inc                                 Total Number of Employees     15    

Affiliate Company:                                 N/A                                

By:                                 Nezar Alsmadi                                

Title:                                 President, Secretary & Treasurer                                

**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.

**FEDERAL LOBBYIST CERTIFICATION**Name of Firm: We R Builders, IncAddress: 3746 Foothill Blvd. #304, Glendale,State: CA Zip Code: 91214 Telephone Number: (    ) (714) 874-5275

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 grant<sup>1</sup> 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 \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Nezar Alsmadi  
(Print Name)

March 5, 2025  
(Date)

By:   
(Signature)

President, Secretary & Treasurer  
(Title)

**NON-SEGREGATED FACILITIES CERTIFICATION**

Federally Assisted Construction Projects

The federally assisted construction contractor/subcontractor/materials provider certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor/subcontractor/materials provider 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 areas, 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/subcontractor/materials provider 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 are prescribed in 18 U.S.C. 1001.**

Date: March 5, 2025

Project Number: PROJECT NO. 602487-22

Company: We R Builders, Inc.

Address: 3746 Foothill Blvd. #304, Glendale,

By: Nezar Alsmadi

Title: President, Secretary & Treasurer

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

**NONCOLLUSION DECLARATION**  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President, Secretary & Treasurer of We R Builders, 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 March 5, 2025 [date], at Glendale [city], CA [state]."

We R Builders, Inc.

Bidder Name

  
Signature

Nezar Alsmadi | President, Secretary & Treasurer

Printed Name and Title



## 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.

**We R Builders, Inc.**

\_\_\_\_\_  
Name of Contractor

3746 Foothill Blvd. #304, Glendale, CA 91214

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Title | President, Secretary & Treasurer

March 5, 2025

\_\_\_\_\_  
Date



## WORKER'S COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

Date: March 5, 2025

Project Number: PROJECT NO. 602487-22

Project Name: CDBG Project No. 602487-22 Various Locations ADA Sidewalks & Access Ramps

Company Name: We R Builders, Inc.

Address: 3746 Foothill Blvd. #304, Glendale, CA 91214

Print Name: Nezar Alsmadi

Title: President, Secretary & Treasurer

Signature: 

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**

OMB Approval Number 2501-0011  
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)

City of Lawndale

2. PROJECT NAME AND NUMBER

PROJECT NO. 602487-22

3. LOCATION OF PROJECT (City, County and State)

City of Lawndale

4. BRIEF DESCRIPTION OF PROJECT

Sidewalk and ADA Curb ramp repair

5. CHARACTER OF CONSTRUCTION

- ☐ Building ☐ Residential  
☐ Heavy ☒ Other (specify)  
☐ Highway

Sidewalk and ADA Curb Ramp Replacement

6. WAGE DECISION NO. (include modification number, if any)

DATE of WAGE DECISION:

7. WAGE DECISION EFFECTIVE  
DATE (LOCK-IN):

☐ COPY ATTACHED TBD

TBD

TBD

8. WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

TBD

TBD

9. PRIME CONTRACTOR (name, address)

We R Builders, Inc.

9a.

- ☐ Agree  
☐ Disagree

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE  
(name, address)

PCI | 975 W 1st Street Azusa California 91702

9b. SIGNATURE

DATE  
March 5, 2025

**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. DOL decision requested.

\_\_\_\_\_  
**Agency Representative**  
(Typed name and signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

**FOR HUD USE ONLY**  
**LR2000:**

Log in:

Log out:



## 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.***

\_\_\_\_\_  
We R Builders, Inc.  
Name of Contractor/Subcontractor

\_\_\_\_\_  
3746 Foothill Blvd. #304, Glendale, CA 91214  
Address

\_\_\_\_\_  
Nezar Alsmadi  
Print Name

\_\_\_\_\_  
President, Secretary & Treasurer  
Title

\_\_\_\_\_  
  
Signature

\_\_\_\_\_  
March 5, 2025

\_\_\_\_\_  
Date

# CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name: <b>DIR 371538</b>	Contract Location: <b>3746 Foothill Blvd. #304, Glendale, CA 91214</b>	Today's Date: <b>March 5, 2025</b>
Contractor / Subcontractor Name: <b>PCI   975 W 1st Street Azusa California 91702</b>		Business Address: <b>3746 Foothill Blvd. #304, Glendale, CA 91214</b>

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

<b>FRINGE BENEFITS</b>	Health & Welfare	\$ _____	PAID TO: Name: _____	Address: _____
	Pension	\$ _____	PAID TO: Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO: Name: _____	Address: _____
	Training and/or Other	\$ _____	PAID TO: Name: _____	Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

<b>FRINGE BENEFITS</b>	Health & Welfare	\$ _____	PAID TO: Name: _____	Address: _____
	Pension	\$ _____	PAID TO: Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO: Name: _____	Address: _____
	Training And/or Other	\$ _____	PAID TO: Name: _____	Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
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<b>FRINGE BENEFITS</b>	Health & Welfare	\$ _____	PAID TO: Name: _____	Address: _____
	Pension	\$ _____	PAID TO: Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO: Name: _____	Address: _____
	Training And/or Other	\$ _____	PAID TO: Name: _____	Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor <b>We R Builders, Inc</b>	By: Name / Title <b>Nezar Alsmadi   President</b>
--	--





Date March 5, 2025

I, Nezar Alsmadi President, Secretary & Treasurer

(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

We R Builders, Inc

(Contractor or Subcontractor) on the

(Building or Work); that during the payroll period commencing on the

day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

We R Builders, Inc

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Nezar Alsmadi | President, Secretary &  
Treasurer

SIGNATURE

*Nezar Alsmadi*

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.

## STATEMENT OF NON-PERFORMANCE

Date: March 5, 2025

Payroll #: TBD

Name of Contractor: We R Builders, Inc.

I do hereby state that no persons were employed on the construction of

PROJECT NO. 602487-22

(Project Name and Contract Number)

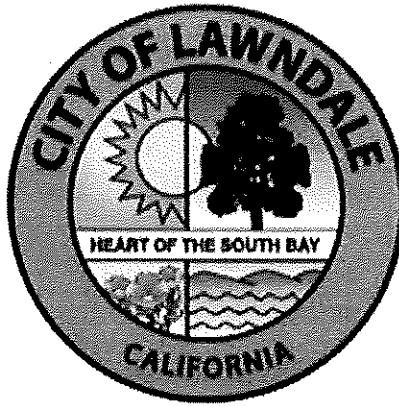
During the payroll period commencing on the TBD day of TBD

and ending the TBD day of TBD.

Nezar Alsmadi TBD  
Authorized Representative Date

Nezar Alsmadi We R Builders, Inc.  
Print Name Company Name

# ATTACHMENT F



**CITY OF LAWNDALE  
CONTRACT DOCUMENTS AND SPECIFICATIONS FOR  
BN-2501-01  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROJECT NO. 602487-22  
Various Locations ADA Sidewalks & Access Ramps**

**MARCH 2025**



**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, March 5, 2025**, 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-2501-01 - CDBG Project No. 602487-22, Various Locations ADA Sidewalks & Access Ramps**.

The words **"PROJECT NO. BN-2501-01 - Community Development Block Grant (CDBG) Project 602487-22, 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: **\$433,420**.

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.lawndalecity.org/government/departments/city\\_clerk\\_s\\_office/bids\\_requests\\_for\\_proposals](https://www.lawndalecity.org/government/departments/city_clerk_s_office/bids_requests_for_proposals). All relevant materials shall be obtained from the link above.

**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 Tuesday, February 18, at 4425 W. 159<sup>th</sup> St. to explain the Section 3 requirements and benchmarks. Direct all questions to Robert Villa, Section 3 Coordinator, at [robert.villa@mbakerintl.com](mailto:robert.villa@mbakerintl.com).

**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. A copy of the Federal Wage Decision applicable to this project is included in the Bid Documents in Appendix "D". 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. State Wage Decision is on file at the City Clerk's office and is also available Online at <http://dir.ca.gov/dlsr/>.

**Fair Employment Practices/Equal Opportunity Acts:**

In the performance of this Agreement, 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

U.S.C. §§ 2000e *et seq.*), and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

**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.

**State Labor Standards & Wage Requirements:**

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow 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. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article VIII of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the City's Public Works Department.

**Section 3 Statement:**

This is a HUD Section 3 Contract and all Bidders/Proposers must commit to achieving established requirements, including 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 can be located in Appendix "J" of this document.

**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 implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.**

**The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, 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 notices shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeships and training positions, the qualifications of each; and the name and location of 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 clause in every sub-contract subject to compliance with regulation in 24 CFR Part 75, and agrees to take appropriate action, as provided in the applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulation in 24 CFR Part 75. The Contractor will not sub-contract with any sub-contractor where the Contractor has notice or knowledge that the sub-contractor has been found in violation of the regulation 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 obligation 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.**

**Federal Forms to be Submitted with Bid:**

The forms contained in Appendix "D" must be completed and included with the bid submittal.

**Award of Contract:**

The following are conditions to the award of the contract:

- i. for any bid submitted on or after March 1, 2015, each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded); and
- ii. for any contract awarded on or after April 1, 2015, no contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

**Apprenticeship Program:**

Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8 of the California Code of Regulations, Section 200, *et seq.*, to ensure compliance and complete understanding of the law regarding apprentices.

**Federal Labor Standards Provision:**

Refer to the HUD-4010 forms are 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 Business Enterprise, 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.

**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.

**Conflict of Interest:**

In the procurement of supplies, equipment, construction, and service of sub-recipients, the conflict-of-interest provision in 24 CFR 85.36, 2 CFR 200.318(c) and 24 CFR 570.611 shall apply. No employee, officer or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds in a conflict of interest, real or apparent, would be involved.

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 Bidder/Proposer is 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 the requirement of the Secretary of Labor and the latest amendments to: Executive

Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 CFR chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. s847) as supplemented in Department of Labor regulations (29 CFR part 3); Sections 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. s 1701 et seq.); Title VI of the Civil Rights Act of 1964 (42 U.S.C. s2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. s 5301 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. s701 et seq.). Contractor agrees to comply with the requirements of all other applicable federal, state and local laws and regulations.

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.

To comply with SB 854, beginning January 1, 2015 the following applies:

- A. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
- C. The project is subject to compliance monitoring and enforcement by the DIR.
- D. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself. The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "G" and submit it with the sealed Bid.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per hourly wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of Lawndale, 14717 Burin Avenue, Lawndale, CA 90260, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1141, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, or handicap will also be required.

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.



The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, sexual orientation or handicap in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or material 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.

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.

All bidders shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor's License, Class A, at the time of bid submittal. The successful Contractor and each of his subcontractors will be required to possess a Business License from the City.

**This is a federally assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.**

**The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employee apprentices including forfeitures and debarment.**

The current Federal Wage Decision is contained herein, in Appendix "D", and may be updated via addendum to this bid package within ten (10) days prior to bid opening and can be found at <http://www.wdol.gov/wdol/scafiles/davisbacon/ca/html>. The applicable Federal Wage Decision will be incorporated into the contract. The State wage rates are available online at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Lower State wage rates for work classifications not specifically included in the Federal Wage Decision are not acceptable. The Contractor may request an Additional Classification and Rate if work classification cannot be located in the Federal Wage Decision.

**This is a HUD Section 3 Contract and all Bidder/Proposers must commit to achieving established requirements, including benchmarks, for Section 3 workers and Targeted Section 3 workers to be considered a Section 3 responsive bidder/proposer and eligible for a contract award.**

**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.

**Contractor's License:**

When federal funds are being used, at the time of "Award of the Contract", 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. When federal funds are not being used, a bid by a contractor who is not properly licensed must be considered nonresponsive, will be rejected by the City, and the unlicensed contractor may be subject to discipline by the state.

**Contractor Eligibility Check:**

Prior to awarding a contract, the City will verify the contractor's (1) status with the California Department of Industrial Relations at <http://www.cslb.ca.gov> and <https://efiling.dir.ca.gov> and (2) eligibility at <http://www.dir.ca.gov/dlse/debar.html> and with the online excluded parties list at the federal *System For Award Management* (SAM) website <https://www.sam.gov>.

**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.

**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@lawndalecity.org](mailto:npetrevski@lawndalecity.org) no later than **12:00 PM on WEDNESDAY, FEBRUARY 26, 2025.**

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**BN-2501-01**

**CDBG Project No. 602487-22**

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**City of Lawndale**

**BN-2501-01**

**CDBG Project No. 602487-22**

**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@lawndalecity.org](mailto:npetrevski@lawndalecity.org) 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 9:00am on Tuesday, February 18, at 4425 W. 159<sup>th</sup> St. to explain the Section 3 requirements and benchmarks. Direct all questions to Robert Villa, Section 3 Coordinator, at [robert.villa@mbakerintl.com](mailto: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.lawndalecity.org/government/departments/city\\_clerk\\_s\\_office/bids\\_requests\\_for\\_proposals](https://www.lawndalecity.org/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@lawndalecity.org](mailto:npetrevski@lawndalecity.org) no later than **12 P.M. on Wednesday, February 26, 2025**. 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 P.M. on Wednesday, March 5, 2025**, 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.

**Prevailing Wages:** Pursuant to Labor Code Section 1773, the Contractor shall pay the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Los Angeles County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained by visiting: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

**In Addition, This is a Federally-assisted construction contract. Federal Labor Standards Provisions including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail. 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 employ apprentices including forfeitures and debarment. The Prime Contractor shall be responsible for complying and ensuring compliance with the Federal Labor Standards Provisions by all sub-contractors.**

In addition, a copy of the prevailing rate of per diem wages will be made available at the City's Public Works Department upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory for the Bidder to whom the Contract is awarded, and for any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

**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.

**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. INSTRUCTION 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.lawndalecity.org/government/departments/city\\_clerk\\_s\\_office/bids\\_requests\\_for\\_proposals](https://www.lawndalecity.org/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 are:

- 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.

**Prevailing Wage:** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work. A copy of the determination is on file in the office of the City Clerk and is hereby incorporated herein and made a part hereof as though fully set forth herein.

A copy of the determination will be made available to any interested person upon request and shall be posted at the job site.

In Addition, **This is a Federally-assisted construction contract. Federal Labor Standards Provisions including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail. 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 employ apprentices including forfeitures and debarment. The Prime Contractor shall be responsible for complying and ensuring compliance with the Federal Labor Standards Provisions by all sub-contractors.**

**Overtime:** As per Labor Code Section 1810 et seq., eight (8) hours is the legal working day. The Contractor shall pay overtime for each worker who works in excess of the legal working day.

**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@lawndalecity.org](mailto:npetrevski@lawndalecity.org). 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.lawndalecity.org/government/departments/city\\_clerk\\_s\\_office/bids\\_requirements\\_for\\_proposals](https://www.lawndalecity.org/government/departments/city_clerk_s_office/bids_requirements_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 in 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-2501-01**

**CDBG Project No. 602487-22**

**Various Locations ADA Sidewalks & Access Ramps**

CONTRACTOR: ONYX PAVING COMPANY, INC. Date: 3/4/2025

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-2501-01**

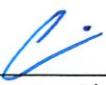
**CDBG Project No. 602487-22**

**Various Locations ADA Sidewalks & Access Ramps**

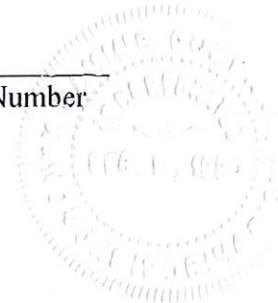
In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 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-2501-01**  
**CDBG Project No. 602487-22**  
**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	\$12,000	\$12,000
2	1	LS	Traffic Control	601-3.5.2 601-7	\$28,000	\$28,000
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	84-2.04	\$22,000	\$22,000
4	4	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	\$14,000	\$56,000
5	3,684	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	\$18	\$66,312
6	481	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	\$142	\$68,302
7	1	EA	Sawcut, Remove and Reconstruct Parkway Drain per SPPWC Standard Plan 151-3, including restoration of 1-foot wide asphalt concrete pavement	315 400-1.7	\$11,236	\$11,236
8	550	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	\$18,150

(Total Bid in Figures) \$282,000.00

(Total Bid in Words) Two hundred and eighty two 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

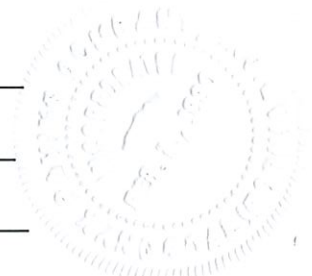
BIDDER'S BOND 10% Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: 

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-2501-01 - CDBG Project No. 602487-22, 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 28th day of February, 2025.

Onyx Paving Company, Inc.

Principal

By: [Signature]

Title: Corey R. Kirschner - CEO

Swiss Re Corporate Solutions America Insurance Corporation  
Surety

By: [Signature]

Christina Rogers, 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 \_\_\_\_\_

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

\*\*\*SEE ATTACHED NOTARY ACKNOWLEDGEMENT\*\*\*

### 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

#### DESCRIPTION OF ATTACHED DOCUMENT

.. Individual

.. Corporate Officer

Title(s)

Title or Type of Document

.. Partner(s)

.. Limited

.. General

Number of Pages

.. Attorney-In-Fact

.. Trustee(s)

.. Guardian/Conservator

Date of Document

.. Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

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 February 28, 2025 before me, Leslie Rocha, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally 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

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

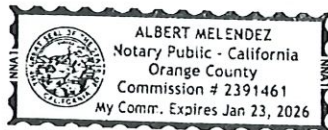
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On FEB 28 2025, before me, Albert Melendez, Notary Public,  
personally appeared Christina Rogers

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~is~~  
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(x), or the entity upon behalf of which the person(x) 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.



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

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: \_\_\_\_\_

## 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

MARTHA BARRERAS, JOAQUIN PEREZ, JONATHAN BATIN, VANESSA RAMIREZ, and ZYANYA HERNANDEZ

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."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



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

State of Illinois  
County of Cook

☒ SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

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 SRCSPIC 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.



Christina Manisco  
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 28th day of February, 20 25.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

**D. BIDDER'S ASSURANCE**

**BN-2501-01**

**CDBG Project No. 602487-22**

**Various Locations ADA Sidewalks & Access Ramps**

FROM:

Name of Bidder: ONYX PAVING COMPANY, INC.

Business Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

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. 602487-22 Various Locations ADA Sidewalks & Access Ramps BN-2501-01,

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-2501-01**

**CDBG Project No. 602487-22**

**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.

Contractor's Business Name

2890 E. LA CRESTA AVE.

Business Address: Street

ANAHEIM, CA 92806

City State Zip  
Classification

714-632-6699

Business Phone Number

COREY R. KIRSCHNER - CEO

Name Title

ANAHEIM, CA 92806

City State Zip



CEO

Contractor Signature Title

COREY R. KIRSCHNER - CEO

By Title

630360; A, C12

Contractor's License No. and

3/4/2025

Date

2890 E. LA CRESTA AVE.

Residence: Street

714-632-6699

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-2501-01**

**CDBG Project No. 602487-22**

**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 3/4/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A



**G. CERTIFICATION OF PRINCIPAL**

**BN-2501-01**

**CDBG Project No. 602487-22**

**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-2501-01**

**CDBG Project No. 602487-22**

**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 4TH day of MARCH 2025, at ANAHEIM, CA (place of execution), California.

Signature: \_\_\_\_\_

Name: COREY R. KIRSCHNER

Title: CEO

Name of Company: ONYX PAVING COMPANY, INC.



## I. NON-COLLUSION DECLARATION

BN-2501-01

CDBG Project No. 602487-22

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 3/4/2025 [date], at ANAHEIM [city], CA [state].

ONYX PAVING COMPANY, INC.

NAME OF BIDDER

 COREY R. KIRSCHNER - CEO  
SIGNATURE OF BIDDER

2890 E. LA CRESTA AVE.

ADDRESS OF BIDDER

ANAHEIM, CA 92806

CITY STATE ZIP



**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 March 4, 2025 before me, Leslie Rocha, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally 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

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: \_\_\_\_\_



## J. REFERENCES OF WORK

**BN-2501-01**

**CDBG Project No. 602487-22**

**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 within the past five years.

All contact information must be current.

1. 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

MAR 2024

Original Contract Amount

Original Date of Completion

\$5,998,000

MAR 2024

Final Contract Amount

Final Date of Completion

Number of Change Orders 5 - CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

2. 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

MARCH 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 - CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

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

21-22 PAVEMENT REHABILITATION PROJECT

CITYWIDE STREET IMPROVEMENTS

Name and Description of Project

\$3,727,000

Original Contract Amount

MAY 2023

Original Date of Completion

\$4,031,000

Final Contract Amount

MAY 2023

Final Date of Completion

Number of Change Orders 12 CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

4. CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

Name and Address of Public Agency

ZIAD MAZBOUDI 626-532-2018 zmazboudi@montereypark.ca.gov

Name, Email, and Telephone Number of Project Manager

23-24 SLURRY SEAL AT VARIOUS LOCATIONS

CITYWIDE ASPHALT REPAIRS & SLURRY

Name and Description of Project

\$1,400,000

Original Contract Amount

APRIL 2024

Original Date of Completion

\$1,269,000

Final Contract Amount

APRIL 2024

Final Date of Completion

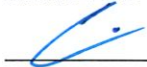
Number of Change Orders 2 ACTUAL BID QUANTITIES LESS THAN ORIGINAL BID QUANTITY.

For additional References, please add separate sheets.

ONYX PAVING COMPANY, INC.

NAME OF BIDDER

DATE 3/4/2025



COREY R. KIRSCHNER - CEO

SIGNATURE OF BIDDER



## K. SUBCONTRACTORS LIST

BN-2501-01

CDBG Project No. 602487-22

### 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.

Sub-Contractors Name: <i>Case Land Surveying, Inc.</i>	Address: <i>Orange, CA</i>
Description of Work: <i>Survey</i>	
CSLB Contractor License No. <i>L5411</i>	DIR Registration No. <i>1000001533</i>
Phone No. <i>714-628-8948</i>	Dollar Amount of Work & % of Work <i>\$5,900, 2.09%</i>

Sub-Contractors Name: PCI Striping	Address: Azusa, CA
Description of Work: Striping & Signing	
CSLB Contractor License No. 415490	DIR Registration No. 1000813536
Phone No. 562-218-0504	Dollar Amount of Work & % of Work \$13,980, 4.96%

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

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>

<b>Sub-Contractors Name:</b>	<b>Address:</b>
<b>Description of Work:</b>	
<b>CSLB Contractor License No.</b>	<b>DIR Registration No.</b>
<b>Phone No.</b>	<b>Dollar Amount of Work &amp; % of Work</b>



Percent of work to be performed by sub-Contractors: \_\_\_\_\_%  
(Note: 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: COREY R. KIRSCHNER

Title: CEO

Firm Name: ONYX PAVING COMPANY, INC.

Date: 3/4/2025

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.<sup>1</sup>

Name of Bidder: ONYX PAVING COMPANY, INC.

DIR Registration Number: 1000004798

DIR Registration Expiration: 06/30/2025

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 ONYX PAVING COMPANY, INC.

Signature 

Name and Title COREY R. KIRSCHNER - CEO

Dated 3/4/2025



<sup>1</sup> 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

06/30/2025

---

Expiration Date of Registration Number

**\*THIS FORM MUST BE SUBMITTED WITH THE SEALED BID\***

**CONTRACTOR INFORMATION**

Company Name ONYX PAVING COMPANY, INC.

Address 2890 E. LA CRESTA AVE ANAHEIM, CA 92806

Telephone 714-632-6699 Fax N/A E-mail BIDS@ONYXPAVING.COM

Type of Firm: Individual ☐ Partnership ☐ Corporation ☒

Corporation organized under the laws of the State of CALIFORNIA

Contractor's License Number 630360 State CA Classification A, C12 Expiration Date 10/31/2025

DIR Registration Number 1000004798 Expiration Date 06/30/2025

Names and titles of all officers of the firm

ANTHONY STEEN - PRES., COREY R. KIRSCHNER - CEO,

RICHARD DEVOS - CFO, JAY KIRSCHNER- VP, SEC, TREAS.

\_\_\_\_\_  
\_\_\_\_\_

Please circle all categories that are applicable to the company:

Ethnicity of Company Owner or Ownership

- ☐ Asian/Pacific American
- ☐ Black American
- ☐ Hasidic Jews
- ☐ Hispanic American
- ☐ Native American
- ☐ White American

Section 3 Certified Business Concern

- ☐ Section 3 Qualified Business

Certified Business Status

- ☐ Disadvantaged Business
- ☐ Local Small Business
- ☐ Minority Owned Business
- ☐ Women Owned Business



CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

Various Locations ADA Sidewalks & Access Ramps

PROJECT NAME

Location: LAWNDAL, CA

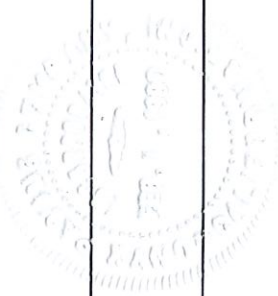
CITY OF LAWNDAL

AWARDING AGENCY

BN-2501-01

Project Number: CDBG Project No. 602487-22

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Case Land Surveying, Inc. Orange, CA 714-628-8948	33-0169662	L5411	\$5,900	TBD	TBD	Labors - Surveyors
PCI Striping Azusa, CA 562-218-0504	71-0912317	<del>414</del> 415490 EB	\$13,960	TBD	TBD	Labors



Signature

COREY R. KIRSCHNER - CEO

Name and Title

3/4/2025

Date

ONYX PAVING COMPANY, INC.

Company Name



**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

MUST SUBMIT IN BID

Department of Veterans Affairs

OMB Control No. 2502-0029  
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives 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.
- (4) 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

ONYX PAVING COMPANY, INC.  
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

By

Title

COREY R. KIRSCHNER - CEO

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410 Definition of term "applicant".**

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420 Equal Opportunity Clause to be included in contracts and subcontracts.**

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

##### **200.425 Modification in and exemptions from the regulations in this subpart.**

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



HUD-4010  
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards

**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 and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications**

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
  1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  2. The classification is used in the area by the construction industry; and
  3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

**iv. Fringe benefits not expressed as an hourly rate**

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

**vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.



## 2. Withholding

### i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## 3. Records and certified payrolls

### i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
  2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**4. Apprentices and equal employment opportunity**

**i. Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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 must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, 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 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must



be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
  - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
    - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - B. A contracting agency for its procurement costs;
    - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    - D. A contractor's assignee(s);
    - E. A contractor's successor(s); or
    - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) 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.

BN-2501-01

CDBG Project No. 602487-22

Date: 3/4/2025

Project Number: \_\_\_\_\_

Contract Award: \$ TBDAwarding Agency: CITY OF LAWNSDALEContractor Name: ONYX PAVING COMPANY, INC.

Total Number of Employees \_\_\_\_\_

Affiliate Company: TBD

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.



**FEDERAL LOBBYIST CERTIFICATION**Name of Firm: ONYX PAVING COMPANY, INC.Address: 2890 E. LA CRESTA AVE. ANAHEIMState: CA Zip Code: 92806 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 grant<sup>1</sup> 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 \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

COREY R. KIRSCHNER

(Print Name)

3/4/2025

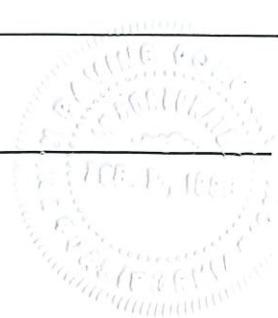
(Date)

By: 

(Signature)

CEO

(Title)





**NON-SEGREGATED FACILITIES CERTIFICATION**

Federally Assisted Construction Projects

The federally assisted construction contractor/subcontractor/materials provider certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor/subcontractor/materials provider 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 areas, 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/subcontractor/materials provider 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 are prescribed in 18 U.S.C. 1001.**

Date: 3/4/2025

Project Number: BN-2501-01  
CDBG Project No. 602487-22

Company: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

By: 

Title: COREY R. KIRSCHNER - CEO



## MUST SUBMIT IN BID

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

### NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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 3/4/2025 [date], at ANAHEIM [city], CA [state]."

ONYX PAVING COMPANY, INC.

Bidder Name

  
Signature

COREY R. KIRSCHNER - CEO

Printed Name and Title





**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 March 4, 2025 before me, Leslie Rocha, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Corey R. Kirschner  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) 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

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: \_\_\_\_\_

## 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

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Address

COREY R. KIRSCHNER - CEO

Signature and Title


3/4/2025

Date



**WORKER'S COMPENSATION CERTIFICATION**

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

Date: 3/4/2025 Project Number: BN-2501-01  
CDBG Project No. 602487-22  
Project Name: Various Locations ADA Sidewalks & Access Ramps  
Company Name: ONYX PAVING COMPANY, INC.  
Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806  
Print Name: COREY R. KIRSCHNER  
Title: CEO  
Signature: 





**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**

OMB Approval Number 2501-0011  
(Exp. 8/31/2022)

<b>1. FROM (name and address of requesting agency)</b> Onyx Paving Company Inc 2890 E La Cresta, Anaheim, CA 92806		<b>2. PROJECT NAME AND NUMBER</b> Various Locations ADA Sidewalks & Access Ramps PROJECT NO. 602487-22	
<b>4. BRIEF DESCRIPTION OF PROJECT</b> Asphalt paving and Concrete work		<b>3. LOCATION OF PROJECT (City, County and State)</b> Lawndale, Los Angeles, CA	
<b>5. CHARACTER OF CONSTRUCTION</b> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> Highway			
<b>6. WAGE DECISION NO. (include modification number, if any)</b> CA20240022 Mod 1 <input type="checkbox"/> COPY ATTACHED		<b>7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):</b> 01/24/2025	
<b>8. WORK CLASSIFICATION(S)</b>		<b>HOURLY WAGE RATES</b>	
		<b>BASIC WAGE</b>	<b>FRINGE BENEFIT(S) (if any)</b>
LABORER Group 1 LABORER Group 4		\$43.88 \$46.53	\$27.81 \$27.81
Operator Eng Grp 6 Operator Eng Grp 8		\$61.18 \$61.29	\$34.33 \$34.33
<b>9. PRIME CONTRACTOR (name, address)</b> Onyx Paving Company Inc 2890 E La Cresta, Anaheim, CA 92806		<b>9a.</b> <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	<b>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)</b>
<b>9b. SIGNATURE</b>		<b>DATE</b>	
<b>Check All That Apply:</b> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input checked="" type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input checked="" type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input checked="" type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input checked="" type="checkbox"/> Supporting documentation attached, including applicable wage decision.			
<b>Check One:</b> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria. DOL decision requested.			
 <b>Agency Representative</b> (Typed name and signature)		<b>FOR HUD USE ONLY</b> LR2000:  Log in:  Log out:	
		3/4/2025 Date  714-632-6699 Phone Number	

## 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.  
Name of Contractor/Subcontractor

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806  
Address

COREY R. KIRSCHNER  
Print Name

CEO  
Title

Signature

3/4/2025

Date

**ONYX PAVING COMPANY INC.**

2890 E. La Cresta Ave.

Anaheim, CA 92806

Tel: (714) 632-6699

Fax: (714) 632-1883

## **Ad Proofs**

**Project Name:** Various Locations ADA Sidewalks & Access  
Ramps

**Contract/Bid #:** BN-2501-01 COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO.  
602487-22

**Awarding Agency:** CITY OF LAWNSDALE



# Focus Journal Ad

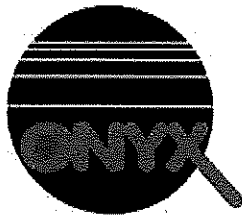
Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 03/04/2025 @ 08:47:17 AM Pacific

Expired On: 03/05/2025 @ 11:59:59 PM Pacific

Message Notifications Sent To: bids@onyxpaving.com

Published At: [https://dbegoodfaith.com/item.php?item\\_type=ads&ad\\_adid=63501](https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=63501)



## ONYX PAVING COMPANY INC.

is seeking qualified DBEs, Section 3s

### Project Name

**Various Locations ADA Sidewalks & Access Ramps**

### Bid/Contract #

**BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT  
NO. 602487-22**

### Awarding Agency

**CITY OF LAWNSDALE**

### Project Location

**LAWNSDALE , LOS ANGELES COUNTY County, CA**

### Bid Date

**03/05/2025 at 02:00**

### Project Details

**TRUCKING  
HAULING  
TRAFFIC CONTROL  
STRIPING  
SIGNING  
SURVEY**

### Get in Touch

#### Outreach Coordinator

**COREY R. KIRSCHNER**

#### Project Estimator

**COREY R. KIRSCHNER**

#### Telephone

**(714) 632-6699**

#### Fax

**(714) 632-1883**

#### Address

**2890 E. La Cresta Ave.  
Anaheim, CA 92806**

[Send Message »](#)

**PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA  
EMAIL TO [BIDS@ONYXPAVING.COM](mailto:BIDS@ONYXPAVING.COM).**

## Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) 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

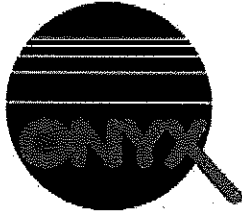
Publication: DBE Journal (DBEJournal.com)

Published On: 03/04/2025 @ 08:47:17 AM Pacific

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Published At:

[http://dbejournal.com/index.php?show\\_ad=63501&ad\\_project\\_name=Various+Locations+ADA+Sidewalks+%26+Access+Ramps&co\\_name=ONYX+PAVING+COMPANY+INC.](http://dbejournal.com/index.php?show_ad=63501&ad_project_name=Various+Locations+ADA+Sidewalks+%26+Access+Ramps&co_name=ONYX+PAVING+COMPANY+INC.)



Outreach Coordinator

COREY R. KIRSCHNER

Estimator

COREY R. KIRSCHNER

Contact Information

2890 E. La Cresta Ave.  
Anaheim, CA 92806

Telephone

(714) 632-6699

Fax

(714) 632-1883

## ONYX PAVING COMPANY INC.

is seeking qualified DBEs, Section 3s

Project Name

Various Locations ADA Sidewalks & Access Ramps

Bid/Contract #

BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROJECT NO. 602487-22

Awarding Agency

CITY OF LAWNDAL

Project Location

LAWNDAL , LOS ANGELES COUNTY County, CA

Bid Date

03/05/2025 at 02:00

Project Details

TRUCKING  
HAULING  
TRAFFIC CONTROL  
STRIPING  
SIGNING  
SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA  
EMAIL TO [BIDS@ONYXPAVING.COM](mailto: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:** 03/04/2025 @ 08:56:02 AM Pacific

**Published At:** <https://www.linkedin.com/feed/update/urn:li:share:7302733573113999360/>

**ONYX PAVING COMPANY INC.**

2890 E. La Cresta Ave.

Anaheim, CA 92806

Tel: (714) 632-6699

Fax: (714) 632-1883

## **Outreach Invitation Proofs**

**Project Name:** Various Locations ADA Sidewalks & Access Ramps

**Contract/Bid #:** BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22

**Awarding Agency:** CITY OF LAWNSDALE

### **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 ] Various Locations ADA Sidewalks & Access Ramps

Reply To Email: bids@onyxpaving.com

**ONYX PAVING COMPANY INC.** is seeking qualified DBEs, Section 3s and invites you to bid on the following contract.

Reply

**PROJECT NAME:** Various Locations ADA Sidewalks & Access Ramps

**BID #:** BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22

**BID DUE DATE:** 03/05/2025 at 02:00 (local time)

**AWARDING AGENCY/OWNER:** CITY OF LAWNDALE

**PROJECT LOCATION:** LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING

HAULING

TRAFFIC CONTROL

STRIPING

SIGNING

SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

**If interested, contact:**

COREY R. KIRSCHNER

ONYX PAVING COMPANY INC.

Tel: (714) 632-6699

Fax: (714) 632-1883

bids@onyxpaving.com

This email was sent via the [DBEGoodFaith.com](https://DBEGoodFaith.com) outreach platform. To learn more about why you received this bid invitation email, visit [DBEGoodFaith.com/why](https://DBEGoodFaith.com/why).

# INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: American Traffic Barricade & Safety Company Inc.  
Tel: (310) 237-5979  
Fax: (310) 237-5980

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230937-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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 03/04/2025 11:09:03 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Amill Trucking LLC  
Tel: (310) 919-8297  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230964-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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 03/04/2025 11:09:03 am Pacific through the DBEGoodFaith.com outreach platform.

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# INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Cabrinha Hearn & Associates  
Tel: (626) 795-6926  
Fax: (626) 795-4180

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230938-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: CANETE MEDINA CONSULTING GROUP INC.  
Tel: (626) 986-8314  
Fax: (847) 728-6225

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230939-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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 03/04/2025 11:09:03 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: CAT Tracking Inc.  
Tel: (714) 682-1494  
Fax: (714) 682-1491

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230960-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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 03/04/2025 11:09:02 am Pacific through the DBEGoodFaith.com outreach platform.

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# INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Company: SMARTECH COMMUNICATIONS  
Tel: (310) 532-5367  
Fax: (424) 340-2681

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230940-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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 03/04/2025 11:09:03 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Damon Hill Land Surveying Services inc  
Tel: (310) 422-1445  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDAL
PROJECT LOCATION	LAWNDAL , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230941-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: DC TRAFFIC CONTROL  
Tel: (626) 617-5424  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230942-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: FFKM ENGINEERING CONSTRUCTION, INC.  
Tel: (626) 345-4225  
Fax: (661) 554-0114

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDAL
PROJECT LOCATION	LAWNDAL , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230943-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: FULL TRAFFIC MAINTENANCE, INC.  
Tel: (951) 520-9990  
Fax: (951) 520-9980

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230961-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: G&J Legacy Properties LLC  
Tel: (818) 448-1600  
Fax: (818) 448-1600

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230935-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: GLOBAL ROAD SEALING, INC  
Tel: (714) 893-0845  
Fax: (714) 893-0945

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDAL
PROJECT LOCATION	LAWNDAL , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230944-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Hunsaker & Associates Los Angeles, Inc.  
Tel: (661) 294-2211  
Fax: (661) 294-9890

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230945-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Landscape Support Services, Inc,  
Tel: (818) 475-0680  
Fax: (661) 554-0109

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNSDALE
PROJECT LOCATION	LAWNSDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230946-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Markham Mapping  
Tel: (323) 868-8544  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230947-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: MilkHill Investments LLC  
Tel: (949) 216-8368  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230962-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Moran Consulting Corporation  
Tel: (562) 340-4670  
Fax: (562) 340-4680

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230948-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: National Traffic Solutions Inc.  
Tel: (661) 478-5621  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230949-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: P.A. ARCA ENGINEERING, INC.  
Tel: (310) 768-3828  
Fax: (310) 768-3977

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230950-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Quiroz and Associates, Inc.  
Tel: (323) 236-7442  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230951-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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 03/04/2025 11:09:03 am Pacific through the DBEGoodFaith.com outreach platform.

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# INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: RE CHAFFEE CONSTRUCTION INC  
Tel: (760) 249-8068  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDAL
PROJECT LOCATION	LAWNDAL , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230963-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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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FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: REYNA'S ENGINEERING INC  
Tel: (951) 616-4332  
Fax: (951) 824-7504

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230952-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: SANTA CLARITA VALLEY ELECTRIC  
Tel: (661) 775-3946  
Fax: (661) 775-1535

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

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HOW TO REPLY	
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BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: TOVAR GEOSPATIALSERVICES  
Tel: (562) 852-8391  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

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BY EMAIL	Contact COREY R. KIRSCHNER at bids@onyxpaving.com

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# INVITATION TO BID

FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: V A P CONSTRUCTION INC.  
Tel: (714) 253-3270  
Fax: (714) 551-9420

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230955-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: V. RIOS INC  
Tel: (661) 431-5211  
Fax: () -

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230965-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> 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.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: VELARDE CONCRETE CONSTRUCTION INC  
Tel: (818) 898-2300  
Fax: (818) 898-2330

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALE
PROJECT LOCATION	LAWNDALE , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230956-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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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FROM: ONYX PAVING COMPANY INC.  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: WAGNER ENGINEERING & SURVEY, INC  
Tel: (818) 892-6565  
Fax: (818) 488-9480

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDAL
PROJECT LOCATION	LAWNDAL , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

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HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230957-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 [ ] 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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2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: WESTCOAST PUBLIC WORKS, INC.  
Tel: (818) 986-4444  
Fax: (818) 206-4423

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDALÉ
PROJECT LOCATION	LAWNDALÉ , LOS ANGELES COUNTY , CA

TRUCKING HAULING TRAFFIC CONTROL STRIPING SIGNING SURVEY

PLANS AND SPECS WILL BE MADE AVAILABLE UPON REQUEST VIA EMAIL TO BIDS@ONYXPAVING.COM.

HOW TO REPLY	
ONLINE	Visit <a href="https://dbegoodfaith.com/respond">dbegoodfaith.com/respond</a> and enter Solicitation ID 3230958-63501
BY FAX	Fax back this invitation with your response to: (714) 632-1883 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input type="checkbox"/> No, we are not interested. <input type="checkbox"/> Interested, but we would like more information. Please contact us at _____.
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2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883  
bids@onyxpaving.com  
CONTACT NAME: COREY R. KIRSCHNER

TO: Yonas Misgina  
Tel: (818) 399-9135  
Fax: (818) 399-9133

ONYX PAVING COMPANY INC. is Seeking Qualified DBEs, Section 3s	
PROJECT NAME	Various Locations ADA Sidewalks & Access Ramps
BID DUE DATE	03/05/2025 at 02:00
BID / PROJECT #	BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602487-22
AGENCY NAME	CITY OF LAWNDAL
PROJECT LOCATION	LAWNDAL , LOS ANGELES COUNTY , CA

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**ONYX PAVING COMPANY INC.**  
2890 E. La Cresta Ave.  
Anaheim, CA 92806  
Tel: (714) 632-6699  
Fax: (714) 632-1883

## **Email & Fax Solicitation Log**

**Project Name:** Various Locations ADA Sidewalks & Access Ramps

**Contract/Bid #:** BN-2501-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
**PROJECT NO.** 602487-22

**Awarding Agency:** CITY OF LAWNDALE

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- 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.
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Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
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**American Traffic Barricade & Safety Company Inc.**

19206 Kemp Ave  
Carson, CA 90746  
Tel: 3102375979  
Fax: 3102375980  
telisha@atsafety.com  
Cert: DBE

03/04/2025  
11:10 am PST  
Successful

03/04/2025  
11:12 am PST  
Delivered

**Amill Trucking LLC**

14721 Kingsdale Ave  
Lawndale, CA 90260  
Tel: 3109198297  
Fax: None Listed  
emeraldlistings11@gmail.com  
Cert: DBE

n/a

03/04/2025  
11:12 am PST  
Delivered

**Cabrinha Hearn & Associates**

3814 East Colorado Blvd, Suite 101  
Pasadena, CA 91107  
Tel: 6267956926  
Fax: 6267954180  
camden@cabrinhahearn.com  
Cert: DBE

03/04/2025  
11:11 am PST  
Successful

03/04/2025  
11:12 am PST  
Delivered

**CANETE MEDINA CONSULTING GROUP INC.**

445 S. Figueroa St., 31st Floor  
Los Angeles, CA 90071  
Tel: 6269868314  
Fax: 8477286225  
dbe2023@canetemedina.com  
Cert: DBE

03/04/2025  
11:12 am PST  
Failed

03/04/2025  
11:12 am PST  
Delivered

**CAT Tracking Inc.**

17 COMMERCIAL AVE  
RIVERSIDE, CA 92507  
Tel: 7146821494  
Fax: 7146821491  
pam@cattrackinginc.com  
Cert: DBE

03/04/2025  
11:18 am PST  
Failed

03/04/2025  
11:12 am PST  
Delivered

**Company: SMARTECH COMMUNICATIONS**

350 W GARDENA BLVD, N/A

GARDENA, CA 90248

Tel: 3105325367

Fax: 4243402681

anthony@smartechcommunications.com

Cert: DBE

03/04/2025  
11:17 am PST  
Failed03/04/2025  
11:12 am PST  
Delivered**Damon Hill Land Surveying Services inc**

3434 Sherbourne Dr

Culver, CA 90232

Tel: 3104221445

Fax: None Listed

acehila@netscape.net

Cert: DBE

n/a

03/04/2025  
11:12 am PST  
Delivered**DC TRAFFIC CONTROL**

13905 Artesia Blvd

Cerritos, CA 90703

Tel: 6266175424

Fax: None Listed

acalderon@dtcinc.com

Cert: DBE

n/a

03/04/2025  
11:12 am PST  
Delivered**FFKM ENGINEERING CONSTRUCTION, INC.**

28462 CAMINO DEL ARTE DR

VALENCIA, CA 91354

Tel: 6263454225

Fax: 6615540114

frew.kotisso@ffkmengineering.com

Cert: DBE

03/04/2025  
11:10 am PST  
Successful03/04/2025  
11:12 am PST  
Delivered**FULL TRAFFIC MAINTENANCE, INC.**

217 LEWIS COURT

CORONA, CA 92882

Tel: 9515209990

Fax: 9515209980

sammysalgado@sbcglobal.net

Cert: DBE

03/04/2025  
11:10 am PST  
Successful03/04/2025  
11:12 am PST  
Delivered



**G&J Legacy Properties LLC**  
1947 E. 123rd Street  
Compton, CA 90222  
Tel: 8184481600  
Fax: 8184481600  
grace@gjlegacyproperties.com  
Cert: Sec 3

03/04/2025  
11:13 am PST  
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03/04/2025  
11:12 am PST  
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**GLOBAL ROAD SEALING, INC**  
10832 DOROTHY AVE  
GARDEN GROVE, CA 92843  
Tel: 7148930845  
Fax: 7148930945  
grs@globalroadsealing.com  
Cert: DBE

03/04/2025  
11:18 am PST  
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03/04/2025  
11:12 am PST  
Delivered

**Hunsaker & Associates Los Angeles, Inc.**  
26074 AVENUE HALL STE 23  
VALENCIA, CA 91355  
Tel: 6612942211  
Fax: 6612949890  
jmowrey@hunsaker.com  
Cert: DBE

03/04/2025  
11:10 am PST  
Successful

03/04/2025  
11:12 am PST  
Delivered

**Landscape Support Services, Inc,**  
12610 Saticoy Street S.  
North Hollywood, CA 91605  
Tel: 8184750680  
Fax: 6615540109  
ssturm@lsscorp.com  
Cert: DBE

03/04/2025  
11:10 am PST  
Successful

03/04/2025  
11:12 am PST  
Delivered

**Markham Mapping**  
21361 Pacific Coast Hwy, Suite A  
Malibu, CA 90265  
Tel: 3238688544  
Fax: None Listed  
markhammapping@gmail.com  
Cert: DBE

n/a

03/04/2025  
11:12 am PST  
Delivered

**MilkHill Investments LLC**  
23111 Antonio Pkwy, STE 200  
Rancho Santa Margarita, CA 92688  
Tel: 9492168368  
Fax: None Listed  
srinivas@everlinecoatings.com  
Cert: DBE

n/a

03/04/2025  
11:12 am PST  
Delivered

**Moran Consulting Corporation**  
4510 E Pacific Coast Hwy, Suite 280  
Long Beach, CA 90804  
Tel: 5623404670  
Fax: 5623404680  
mcardenas@moran-corp.com  
Cert: DBE

03/04/2025  
11:10 am PST  
Successful

03/04/2025  
11:12 am PST  
Delivered

**National Traffic Solutions Inc.**  
38045 47th St E #486  
Palmdale, CA 93552  
Tel: 6614785621  
Fax: None Listed  
ntsgovcon@gmail.com  
Cert: DBE

n/a

03/04/2025  
11:12 am PST  
Delivered

**P.A. ARCA ENGINEERING, INC.**  
500 E. CARSON PLAZA DRIVE, SUITE #201  
CARSON, CA 90746  
Tel: 3107683828  
Fax: 3107683977  
perf@paarcaengineering.com  
Cert: DBE

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11:21 am PST  
Failed

03/04/2025  
11:12 am PST  
Delivered

**Quiroz and Associates, Inc.**  
3716 E 3rd St  
Los Angeles, CA 90063  
Tel: 3232367442  
Fax: None Listed  
roque@quirozinc.com  
Cert: DBE

n/a

03/04/2025  
11:12 am PST  
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**RE CHAFFEE CONSTRUCTION INC**  
6001 Park Drive  
Wrightwood, CA 92397  
Tel: 7602498068  
Fax: None Listed  
jessica@rechafee.com  
Cert: DBE

n/a

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**REYNA'S ENGINEERING INC**  
3310 GRAND AVE  
SAN MARCOS, CA 92078  
Tel: 9516164332  
Fax: 9518247504  
lleelevi@yahoo.com  
Cert: DBE

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**SANTA CLARITA VALLEY ELECTRIC**  
24573 EBELDEN AVE  
SANTA CLARITA, CA 91321  
Tel: 6617753946  
Fax: 6617751535  
ryanmcalister@sbcglobal.net  
Cert: DBE

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**TOVAR GEOSPATIALSERVICES**  
8237 QUOIT STREET  
DOWNEY, CA 90242  
Tel: 5628528391  
Fax: None Listed  
jtovar@tovargeo.com  
Cert: DBE

n/a

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Bounced

**V A P CONSTRUCTION INC.**  
15705 Birchwood St  
LA MIRADA, CA 90638  
Tel: 7142533270  
Fax: 7145519420  
arvind@vapci.com  
Cert: DBE

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**V. RIOS INC**  
4742 w 160 street  
lawndale, CA 90260  
Tel: 6614315211  
Fax: None Listed  
rioskw900@hotmail.com  
Cert: DBE

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n/a

**VELARDE CONCRETE CONSTRUCTION INC**  
523 S BRAND BLVD #201  
SAN FERNANDO, CA 91340  
Tel: 8188982300  
Fax: 8188982330  
maria@velardeconcreteinc.com  
Cert: DBE

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**WAGNER ENGINEERING & SURVEY, INC**  
17134 DEVONSHIRE STREET, SUITE 200  
NORTHRIDGE, CA 91325  
Tel: 8188926565  
Fax: 8184889480  
mail@wesinc.org  
Cert: DBE

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Successful

**WESTCOAST PUBLIC WORKS, INC.**  
6044 Calvin Ave  
Tarzan, CA 91356  
Tel: 8189864444  
Fax: 8182064423  
wcpw@wcpwinc.com  
Cert: DBE

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03/04/2025  
11:10 am PST  
Successful

**Yonas Misgina**  
515 Flower St, Ste 1919  
Los Angeles, CA 90071  
Tel: 8183999135  
Fax: 8183999133  
info@nazarethcivil.com  
Cert: DBE

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### **REFERENCES**

**PROJECT NAME:** CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

**PROJECT DESCRIPTION:** CITYWIDE STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** FEB 2022 - NOV 2022

**CONSULTING COMPANY:** CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

**CONTACT PERSON:** SCOTT FISHER 760-814-7226

**ORIGINAL CONTRACT AMOUNT:** \$1,595,000.00

**FINAL CONTRACT AMOUNT:** \$1,314,878.59

**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:** 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

**ONYX PAVING COMPANY, INC.**  
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



**PROJECT NAME:** 21-22 PAVEMENT REHABILITATION PROJECT

**PROJECT DESCRIPTION:** CITYWIDE STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** NOV 2022- MAY 2023

**AGENCY:** CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

**CONTACT PERSON:** ALI CAYIR 714-883-8677

**ORIGINAL CONTRACT AMOUNT:** \$3,727,000

**FINAL CONTRACT AMOUNT:** \$4,031,000

**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:** 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

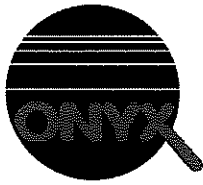
**ORIGINAL CONTRACT AMOUNT:** \$2,020,000

**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 LAWNSDALE - 14717 BURIN AVE LAWNSDALE, 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 8

**PROJECT DESCRIPTION:** STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** JULY 2022 - OCT 2022

**AGENCY:** CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

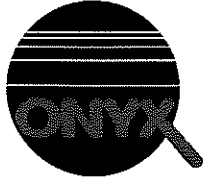
**CONTACT PERSON:** BRIAN ALENAN 562-904-7110

**ORIGINAL CONTRACT AMOUNT:** \$3,227,000.00

**FINAL CONTRACT AMOUNT:** \$3,553,442.43

**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



**LARGE PROJECT REFERENCES**

**PROJECT NAME:** CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

**PROJECT DESCRIPTION:** STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** SEPT 2022 - JAN 2023

**CONSULTING COMPANY:** CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

**CONTACT PERSON:** FARHAD BOLOURCHI 949-724-6689

**ORIGINAL CONTRACT AMOUNT:** \$1,677,000.00

**FINAL CONTRACT AMOUNT:** \$1,704,308.59

**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:** PHASING 6A - RESIDENTIAL STREET REHABILITATION

**PROJECT DESCRIPTION:** STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:**

**CONSULTING COMPANY:** CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

**CONTACT PERSON:** ERIC VILLAGRACIA 562-902-2373

**ORIGINAL CONTRACT AMOUNT:** \$4,242,000.00

**FINAL CONTRACT AMOUNT:** \$4,524,646.67

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** SCOPES OF WORK CHANGED BY AGENCY

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** ROCHESTER AVENUE PAVEMENT REHABILITATION

**PROJECT DESCRIPTION:** STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** MARCH 2022-AUG 2022

**AGENCY:** CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCH CUCAMONGA, CA 91730

**CONTACT PERSON:** ROMEO DAVID 909-774-4070

**ORIGINAL CONTRACT AMOUNT:** \$1,727,000.00

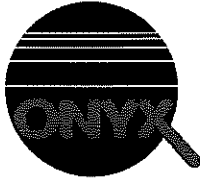
**FINAL CONTRACT AMOUNT:** \$1,714,733.75

**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

**ONYX PAVING COMPANY, INC.**

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883

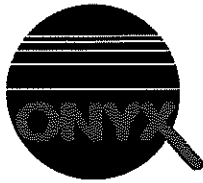


### REFERENCES

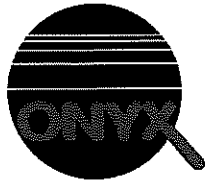
<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
<b>Fullmer Construction</b>	<b>Centerpointe</b>	Moreno Valley	\$3,187,914.00
1725 S. Grove Ave.	<b>Sycamore Bus. Park</b>	Riverside	\$999,708.00
Ontario, CA 91761	<b>Hillwood Hofer Ranch</b>	Ontario	\$603,600.00
Ph: 909-947-9467	<b>Interchange A-E</b>	San Bernardino	\$1,288,615.00
Fax: 909-947-2970	<b>San Michelle Logistics</b>	Moreno Valley	\$670,674.00
Contact: Casey Jones	<b>Terra Francesco</b>	Ontario	\$524,216.00
 <b>KCS West, Inc.</b>	 <b>BP Refinery Maintenance Shop Carson</b>		 \$896,357.00
901 Corporate Ctr, Dr, 3 <sup>rd</sup> flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
 <b>GMC Engineering, Inc.</b>	 <b>Edison</b>	 Romoland	 \$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 714-247-1041			
Contact: Gennady			
 <b>Lusardi Construction</b>	 <b>FEDEX – Otay Mesa</b>	 San Diego	 \$1,335,530.00
1570 Linda Vista Dr.	<b>Team Nissan</b>	Oxnard	\$669,075.00
San Marcos, CA 92064	<b>Edge at Campus</b>	El Segundo	\$541,385.00
Ph: 760-744-3133	<b>Carmax</b>	Oxnard	\$606,443.00
Fax: 760-744-9064	<b>Seabridge</b>	Oxnard	\$329,460.00
Contact Scott Staley			

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



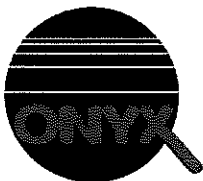
<b>Haagen Company, LLC</b> 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	<b>Empire Polo Club</b>	Indio	\$1,036,745.00
<b>ARCO National Construction Co.</b> 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	<b>Scannell FEDEX</b>	Burbank	\$1,125,958.00
<b>Grant General Contractors</b> 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	<b>Whittier Area Community Church</b> <b>Crevier BMW</b>	Whittier  Santa Ana	\$625,920.00  \$30,600.00



**ASPHALT RUBBER HOT MIX REFERENCES:**

<b><u>GENERAL CONTRACTORS:</u></b>	<b><u>JOBS PERFORMED:</u></b>	<b><u>LOCATION:</u></b>	<b><u>AMOUNT:</u></b>
<b>GMC ENGINEERING, INC.</b> 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	<b>Katella Ave. St. Improv</b> <b>Various Projects</b>	<b>Los Alamitos</b>	<b>\$120,000.00</b>
<b>R.D OLSON CONSTRUCITON, INC.</b> 2955 Main Street, 3 <sup>rd</sup> Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	<b>Lido House Hotel</b>	<b>Newport Beach</b>	<b>\$193,105.00</b>

***IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT  
COREY@ONYXPAVING.NET***



## **CREDIT REFERENCES**

### **ONYX PAVING COMPANY, INC**

2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 JEREMY PENDERGAST

### **CREDIT REFERENCES:**

MATICH CORP.

P.O. BOX 10, HIGHLAND, CA 92346

(909) 382-7400 Steve Matich

ALL AMERICAN

P.O. BOX 2229, CORONA, CA 92878

(951) 736-7600 Cari

KELTERITE CORP.

12231 PANGBORN AVE. DOWNEY, CA

(562) 401-0011 Gladys

VULCAN MATERIALS CO.

16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702

(858) 530-9414 Debbie

### **GENERAL CONTRACTOR REFERENCES:**

FULLMER CONSTRUCTION

1725 S. GROVE AVE., ONTARIO, CA 91761

(909) 947-9467 Casey Jones

BYROM-DAVEY, INC.

13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO

(858) 513-7199 Steve Davey

PACIFIC CONST. GROUP

17895 SKY PARK CIR., IRVINE, CA 92614

(949) 748-1500 Mark Bundy

ERICKSON-HALL CONST. CO.

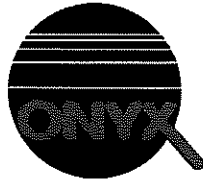
500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

**ONYX PAVING COMPANY, INC.**

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883





## **RESUME**

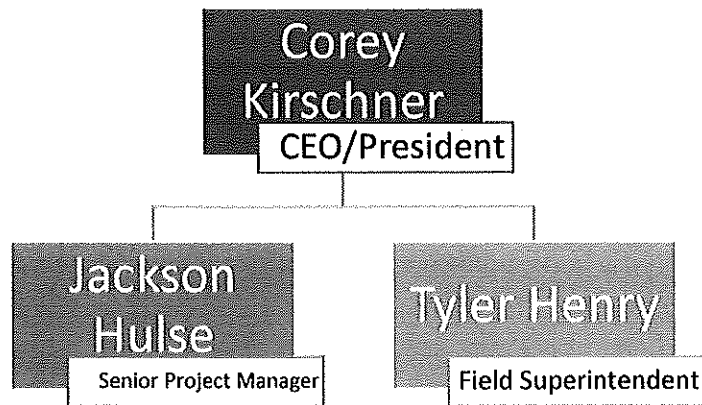
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

### **BACKLOG ALLOCATION:**

Corey Kirschner, Jay Kirschner, and Tyler Henry 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

##### Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

**ONYX PAVING COMPANY, INC.**

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



# CONTRACTORS STATE LICENSE BOARD

STATE OF CALIFORNIA

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:

**OMYX 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, 1993**

**Marlo Richardson, Board Chair**

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

**David R. Foyt, Registrar of Contractors**



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **A C12**

Expiration Date **10/31/2025**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



CA



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[Home](#) > [Contractor](#) > ONYX PAVING COMPANY, INC.

## ONYX PAVING COMPANY, INC.

### Contractor

Contractor business email

davidw@onyxpaving.com

Contractor c ation eff date

2024-07-01

Contractor first name

David

Contractor mailing city

ANAHEIM

Contractor mailing state

CA

Contractor mailing zip

92806

Contractor physical city

ANAHEIM

Contractor physical state

CA

Contractor physical zip

92806

Contractor certify date

2023-06-21

Contractor company type

Corporation

Contractor craft legacy

Cement Mason; Operating Engineer; Labore

Contractor craft snow

Contractor c ation exp date

2025-06-30

Contractor date deactivated

Contractor dba name



Contractor entity number

630360

Contractor ID

1000004798

Contractor last name

Wiltfong

Contractor mailing address2

Contractor physical address1

2890 E. LA CRESTA AVENUE

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2022-10-01

Contractor wc exp date

2023-10-12

Contractor wc policy number

WC106300504

Contractor wc selection

Insured by carrier

Contractor legal entity name

ONYX PAVING COMPANY, INC.

Contractor mailing address1

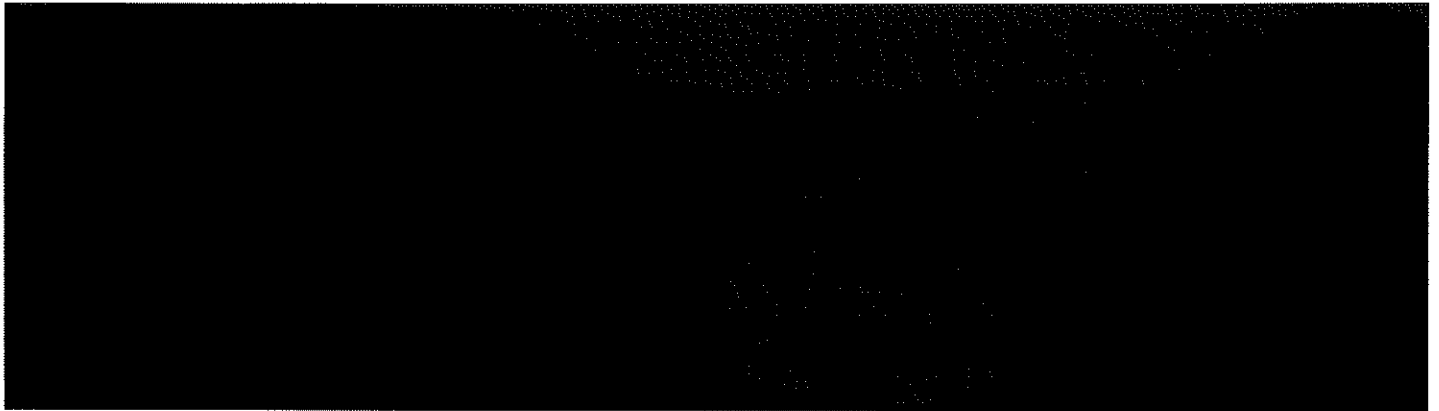
2890 E. LA CRESTA AVENUE

Contractor wc carrier

Zurich American Insurance Company



Checked



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DW

Public Works Support

DW David Wiltfong

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Projects

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TRANSACTION0003992

## Transaction Record

First Name

David

Last Name

Wiltfong

Payment Amount

400

Payment Period

1

Registration Valid Date

2024-07-01

User Account Email

davidw@onyxpaving.com

Confirmation Number

24071791440573

\*Status

Successful

Number

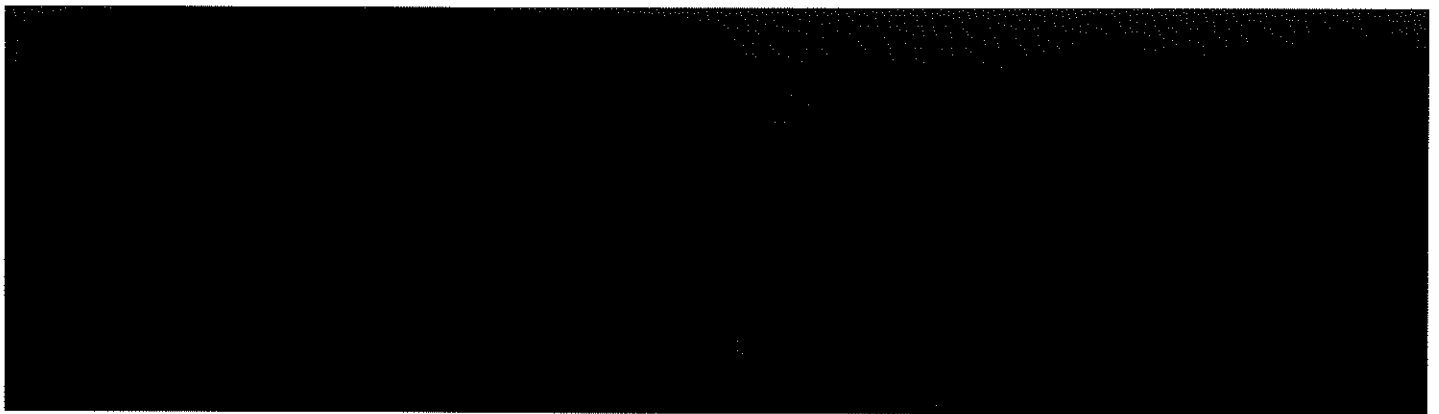
TRANSACT0003992

Payment URL

[Click here](#)

Is this registration a renewal of an existing registration

Yes





ONYX PAVING COMPANY INC  
LICENSE# 630360 DIR# 1000004798

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
ONYX PAVING COMPANY, INC,  
(a California corporation)**

August 20<sup>th</sup>, 2024

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

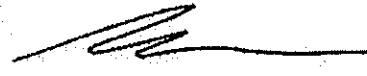
IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

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, TREASURER



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ONYX PAVING COMPANY, INC.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►  <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2890 E. LA CRESTA AVE.</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>ANAHEIM, CA 92806</b>	
<b>7</b> 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.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
3	3			-	0	3	9	4	3
								4	4

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Date ► 03/27/2024

## 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](http://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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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).

<b>PRODUCER</b> Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780		<b>CONTACT NAME:</b> Michael Tran <b>PHONE (A/C, No, Ext):</b> 714-824-8384 <b>E-MAIL ADDRESS:</b> michael.tran@wgbib.com <b>FAX (A/C, No):</b> 714-573-1770	
License#: 0F69771		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816		<b>INSURER A:</b> American Zurich Insurance Comp <b>INSURER B:</b> Zurich American Insurance Comp <b>INSURER C:</b> Scottsdale Indemnity Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
ONYXPAV-01		<b>NAIC #</b> 40142 16535 15580	

**COVERAGES****CERTIFICATE NUMBER:** 1519793494**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
C	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BCS2000426	3/14/2024	10/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP106300605	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC106300505	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

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  
GL Waiver of Subrogation Form #CG 24 04 12 19  
GL Per Project Form #GLS-332s 01 12  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Onyx Paving Company, Inc.  
2890 E. La Cresta Ave.  
Anaheim CA 92806

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**State of California**  
**Secretary of State**

8

**Statement of Information**  
(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

G076477

**FILED**

In the office of the Secretary of State  
of the State of California

OCT-01 2018

1. CORPORATE NAME  
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER  
C1658076

Title Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.  
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted title on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
8. SECRETARY				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
9. CHIEF FINANCIAL OFFICER				
COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
10.	COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			
11.					
12.					

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 16 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1805 and Item 16 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS  
COREY KIRSCHNER

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL			
2890 E. LA CRESTA AVE., ANAHEIM, CA 92808			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
10/01/2018	AFSHIN HAKIM	ATTORNEY	



State of California  
Secretary of State

8

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see Instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

GB88157

FILED

In the office of the Secretary of State  
of the State of California

JAN-03 2020

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See Instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address; a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1608 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020 ANA BARBRA RAYPON

OFFICE MANAGER/CONTROLLER

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

81-200 (REV 01/2018)

APPROVED BY 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](http://www.arb.ca.gov/doors/compliance_cert1.html)



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Nabi Sidiqi, Assistant Engineer  
Lucho Rodriguez, Public Works Director

SUBJECT: **Approve the Third Amendment to Contract Services Agreement for Lawndale Security Improvement Project**

### BACKGROUND

In January 2024, the City Council awarded the Lawndale Security Improvement Project to Am-Tec Total Security Inc. to perform the security system upgrades.

The project consists of installing the highest quality security cameras that will provide more memory for saving images, a wider field of vision, advanced resolution, and equipment that is able to be remotely controlled from a tablet or phone by authorized users. These upgrades add an additional layer of security to the Public Works, Municipal Services, City Hall, and Lawndale Sheriff Station departments. The project is substantially completed, with only additional scope of work left to complete.

### STAFF REVIEW

During final walk of the project, staff identified additional locations that would benefit with new security cameras for enhanced surveillance. The Additional cameras will be arriving outside of the term of the current agreement. The current agreement is set to expire on March 31, 2025 (Attachment B) , however, the agreement allows for the option to extend upon request. Staff recommends that City Council approve the Third Amendment to the Lawndale Security Improvement Project Agreement to extend the it for an additional three months through June 30, 2025 (Attachment A). Furthermore, There is no change in the project cost.

### LEGAL REVIEW

The City Attorney has reviewed the Staff Report and Third Amendment and approved as to form.

### FISCAL IMPACT

The current FY 2024-25 budget will not be affected by extending the contract term, as there is no change to the project cost.

### RECOMMENDATION

Staff recommends that the City Council approve the Third Amendment to the Lawndale Security Improvement Project Agreement with Am-Tec Total Security Inc. to extend the term for an additional three months for a new expiration date of June 30, 2025 with no increase to the current project amount.

**Attachments**

[ATTACHMENT A - Third Amendment to Am-Tec Security Agreement.pdf](#)

[ATTACHMENT B - Executed agreement with amendments](#)

# ATTACHMENT A

### **THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR LAWDALE SECURITY IMPROVEMENT PROJECT**

This THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "THIRD Amendment") is made and entered into this 17th day of March, 2025, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and Am-Tec Total Security, Inc., a California corporation (herein "Contractor").

#### **RECITALS**

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Lawndale Security Improvement Project" (the "Agreement") on or about January 16, 2024; and

WHEREAS, it is the desire of the City and the Contractor amending the Agreement with the Third Amendment to contract in order to correct the Term of the agreement to June 30, 2025 as set forth in the Third Amendment, effective as of March 17<sup>th</sup>, 2025.

#### **AMENDMENT**

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

2. SECTION 3.4. is amended to make the final date of the "Term" June 30, 2025.

#### **MISCELLANEOUS PROVISIONS**

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. 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 Third Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This Third Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Third Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
4. Severability. If any term, condition or covenant of this Third Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Third Amendment will not be affected and the Third 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:**  
**CITY OF LAWNSDALE,**  
**A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

\_\_\_\_\_  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
Am-Tec Total Security Inc.  
A California Corporation

By: \_\_\_\_\_  
Ruth Torok  
President

By: \_\_\_\_\_  
Jeff Torok  
Vice President

Address: 4075 Schaefer Avenue,  
Chino, CA 91710



# ATTACHMENT B

## **SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR LAWDALE SECURITY IMPROVEMENT PROJECT**

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "SECOND Amendment") is made and entered into this 16th day of December, 2024, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and Am-Tec Total Security, Inc., a California corporation (herein "Contractor").

### **RECITALS**

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Lawndale Security Improvement Project" (the "Agreement") on or about January 16, 2024; and

WHEREAS, it is the desire of the City and the Contractor amending the Agreement with the Second Amendment to contract in order to correct the Term of the agreement to March 31, 2025 as set forth in the Second Amendment, effective as of December 16<sup>th</sup>, 2024.

### **AMENDMENT**

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

2. SECTION 3.4. is amended to make the final date of the "Term" March 31, 2025.

### **MISCELLANEOUS PROVISIONS**

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. 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 Second Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This Second Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Second Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
4. Severability. If any term, condition or covenant of this Second Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Second Amendment will not be affected and the Second 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:  
CITY OF LAWNSDALE,  
A MUNICIPAL CORPORATION**

R. Pullen-Miles  
Robert Pullen-Miles, Mayor

ATTEST:

[Signature]  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

[Signature]  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
Am-Tec Total Security Inc.  
A California Corporation

By:

[Signature]  
Ruth Torok  
President

By:

[Signature]  
Jeff Torok  
Vice President

Address: 4075 Schaefer Avenue,  
Chino, CA 91710

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT  
FOR LAWNDALE SECURITY IMPROVEMENT PROJECT**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "FIRST Amendment") is made and entered into this 15<sup>th</sup> day of April, 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Am-Tec Total Security, Inc., a California corporation (herein "Contractor").

**RECITALS**

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Lawndale Security Improvement Project" (the "Agreement") on or about January 16<sup>th</sup>, 2024; and

WHEREAS, it is the desire of the City and the Contractor amended the Agreement with the First Amendment to contract to correct the Term of the agreement to December 31, 2024 as set forth in the First Amendment, effective as of April 15<sup>th</sup>, 2024.

**AMENDMENT**

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

SECTION 1. Section 3.4 of the Agreement entitled "Term", is amended to extend the term of the Contract services date to no later than December 31, 2024.

SECTION 2. Except as expressly provided for in this First Amendment all other provisions of the Agreement shall remain in full force and effect.

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

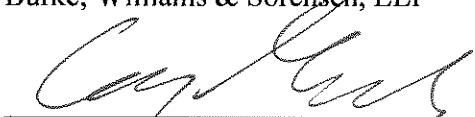
**CITY:  
CITY OF LAWNSDALE,  
A MUNICIPAL CORPORATION**

  
Robert Pullen-Miles, Mayor


ATTEST:


  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
Am-Tec Total Security Inc.  
A California Corporation

By:   
Ruth Torok  
President

By:   
Jeff Torok  
Vice President

Address: 4075 Schaefer Avenue,  
Chino, CA 91710

**CITY OF LAWNDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**LAWNDALE SECURITY IMPROVEMENT PROJECT**

This Contract Services Agreement ("Agreement") is made and entered into this 16<sup>th</sup> day of January, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Am-Tec Total Security Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity or contractors performing contract services. 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 of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, 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, therefore.

**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 **One Hundred Seventy-Five Thousand and Two Hundred Seventy-Five dollars and Eighty-Eight cents (\$175,275.88)** ("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.

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. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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 May 31, 2024.

#### 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. \* Ruth Torok 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, its agents or 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 shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. 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.

## 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 per occurrence for all covered losses and no less than \$2,000,000 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 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 \$2,000,000.00 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 \_\_\_\_\_ 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.

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 not be 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.

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 Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, 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, agents, 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 Professional Liability. Other than in the performance of 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, agents, 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, subcontractors and agents 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. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor and the City shall indemnify the Contractor for all damages resulting therefrom. 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.

## 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 nondefaulting 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, agents 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.

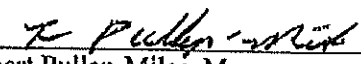
9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret 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.

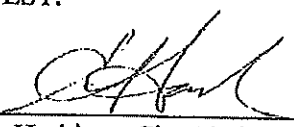
9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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.

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

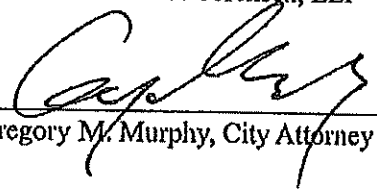
**CITY:**  
CITY OF LAWNDALE,  
a municipal corporation

By:   
Robert Pullen-Miles, Mayor

**ATTEST:**

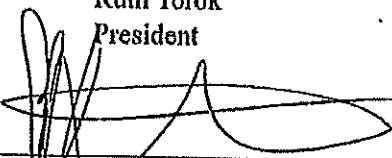
  
Erica Harbison, City Clerk

**APPROVED AS TO FORM:**  
Burke Williams & Sorensen, LLP

  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
Am-Tec Total Security Inc.  
a [California corporation]

By:   
Name: Ruth Torok  
Title: President

By:   
Name: Jeff Torok  
Title: Vice President

Address: 4075 Schaefer Avenue,  
Chino, CA 91710



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Nabi Sidiqi, Assistant Engineer  
Lucho Rodriguez, Public Works Director

SUBJECT: **Approve the Second Amendment to Contract Services Agreement for FY 23/24 Citywide Sign Replacement Project**

### BACKGROUND

In November 2023, the City Council awarded the FY 2023/24 Citywide Sign Replacement Project to J&E Asphalt Maintenance to upgrade the damaged signs and posts throughout the City. Approximately 20% of the City's damaged signs and posts in the Right of Way remain to be completed.

### STAFF REVIEW

The current agreement is set to expire on March 31, 2025 (Attachment B). However, the agreement allows for the option to extend upon request. Staff recommends that City Council approve the Second Amendment to the FY 2023/24 Citywide Sign Replacement Project Agreement to extend the agreement an additional three months through June 30, 2025 (Attachment A). Furthermore, the project cost has not changed.

### LEGAL REVIEW

The City Attorney has reviewed the Staff Report and Second Amendment and approved as to form.

### FISCAL IMPACT

The current FY 2024-25 budget will not be affected by this amendment as there is no change to the cost of the project.

### RECOMMENDATION

Staff recommends that the City Council approve the Second Amendment to the FY 2023/24 Citywide Sign Replacement Project Agreement with J&E Asphalt Maintenance to extend the term for an additional three months for a new expiration date of June 30, 2025 with no increase to the current project amount.

### **Attachments**

[ATTACHMENT A - Second Amendment to J&E Asphalt Agreement.pdf](#)

[ATTACHMENT B - Executed Agreement with Amendment](#)

# ATTACHMENT A

## **SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR FY 2023/24 CITYWIDE SIGN REPLACEMENT PROJECT**

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "SECOND Amendment") is made and entered into this 17th day of March, 2025, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and J&E Asphalt Maintenance, a California corporation (herein "Contractor").

### **RECITALS**

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for FY 2023/24 Citywide Sign Replacement Project" (the "Agreement") on or about November 20, 2023; and

WHEREAS, it is the desire of the City and the Contractor amending the Agreement with the Second Amendment to contract in order to correct the Term of the agreement to June 30, 2025 as set forth in the Second Amendment, effective as of March 17<sup>th</sup>, 2025.

### **AMENDMENT**

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

2. SECTION 3.4. is amended to make the final date of the "Term" June 30, 2025.

### **MISCELLANEOUS PROVISIONS**

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. 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 Second Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This Second Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Second Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
4. Severability. If any term, condition or covenant of this Second Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Second Amendment will not be affected and the Second 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:  
CITY OF LAWNDALe,  
A MUNICIPAL COPORATION**

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

\_\_\_\_\_  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
J&E Asphalt Maintenance  
A California Corporation

By: \_\_\_\_\_  
Jesse Frausto  
President

By: \_\_\_\_\_  
Jesse Frausto  
Secretary

Address: 7101 Western Ave.,  
Buena Park, CA 90620

# ATTACHMENT B

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT  
FOR FY 2023/24 CITYWIDE SIGN REPLACEMENT PROJECT**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "FIRST Amendment") is made and entered into this 16th day of December, 2024, by and between the CITY OF LAWNDAL, a municipal corporation (herein "City") and J&E Asphalt Maintenance, a California corporation (herein "Contractor").

**RECITALS**

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for FY 2023/24 Citywide Sign Replacement Project" (the "Agreement") on or about November 20, 2023; and

WHEREAS, it is the desire of the City and the Contractor amending the Agreement with the First Amendment to contract in order to correct the Term of the agreement to March 31, 2025 as set forth in the First Amendment, effective as of December 16<sup>th</sup>, 2024.

**AMENDMENT**

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

2. SECTION 3.4. is amended to make the final date of the "Term" March 31, 2025.

**MISCELLANEOUS PROVISIONS**


1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. 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.
3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
4. 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:  
CITY OF LAWNSDALE,  
A MUNICIPAL CORPORATION**

R. Pullen-Miles  
Robert Pullen-Miles, Mayor

ATTEST:

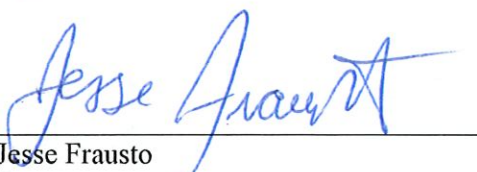
  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
J&E Asphalt Maintenance  
A California Corporation

By:   
Jesse Frausto  
President

By:   
Jesse Frausto  
Secretary

Address: 7101 Western Ave.,  
Buena Park, CA 90620

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**CITY OF LAWNDALE**

**CONTRACT SERVICES AGREEMENT FOR**

**FY 2023/24 CITYWIDE SIGN REPLACEMENT PROJECT**

This Contract Services Agreement ("Agreement") is made and entered into this 13<sup>th</sup> day of November, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and J&E Asphalt Maintenance ("Contractor"). The term Contractor includes professionals performing in a consulting capacity or contractors performing contract services. 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

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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 of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, 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, therefore.

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 **One Million Eight Hundred Eleven Thousand and Eight Hundred Ninety-Four dollars (\$1,811,894)** ("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.

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. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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 December 31, 2024.

#### 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Jesse Frausto 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, its agents or 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 shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. 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.

## 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 \$2,000,000 per occurrence for all covered losses and no less than \$3,000,000 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 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 \$3,000,000.00 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 \_\_\_\_\_ 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.

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 not be 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.

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 Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, 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, agents, 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 Professional Liability. Other than in the performance of 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, agents, 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, subcontractors and agents 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. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor and the City shall indemnify the Contractor for all damages resulting therefrom. 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.

## 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 nondefaulting 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, agents 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.

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

**CITY:**  
CITY OF LAWNSDALE,  
a municipal corporation

By: R Pullen-Miles  
Robert Pullen-Miles, Mayor

ATTEST:

[Signature]  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke Williams & Sorensen, LLP

[Signature]  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
J&E Asphalt Maintenance  
a [California corporation]

By: [Signature]  
Name: Jesse Frausto  
Title: President

By: [Signature]  
Name: Jesse Frausto  
Title: Secretary

Address: 7101 Western Ave.,  
Buena Park, CA 90260



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Lucho Rodriguez, Public Works Director  
SUBJECT: **Speed Hump Policy**

### BACKGROUND

Public work staff is bringing this item forward at the request of Council Member Suarez for City Council's review and discussion, and direction on possibly updating the City's Speed Hump policy, if desired. The current version of the Policies and Procedures for the Installation of Speed Humps (Council Policy No. 38-96) has been in effect since its adoption by City Council on February 26, 1996 (attachment 1). The policy guidelines contain established minimum criteria from which the installation of speed humps can be considered.

### STAFF REVIEW

The City's Policies and Procedures for the Installation of Speed Humps is composed of several common practice elements that help determine the appropriateness of installing speed humps at certain locations, including the procedure for a resident to follow when requesting an assessment.

According to the policy, speed humps are to be only implemented on residential streets with a maximum speed limit of 25 miles per hour, the streets must have a maximum grade of 5% and one lane of travel in each direction, and the street should not be an important access route for emergency vehicles.

Speed humps are not recognized or considered a traffic control device by the Manual on Uniform Traffic Control Devices (MUTCD), and for that reason speed humps are seldom used on public roads in California.

### LEGAL REVIEW

The City Attorney has reviewed this staff report.

### FISCAL IMPACT

There is no fiscal impact with this item.

### RECOMMENDATION

Staff recommends that the City Council discuss the Speed Hump policy and provide direction for staff for potentially updating the policy if Council wants to make changes to it.

**Attachments**

[ATTACHMENT 1 -Speed Humps council policy.](#)

# **ATTACHMENT 1**

## COUNCIL POLICY

<b><u>SUBJECT:</u></b> Policies and Procedures for the Installation of Speed Humps	<b><u>POLICY NO.:</u></b> 38-96	<b><u>DATE ADOPTED:</u></b> 2/26/96
	<b><u>AUTHORITY:</u></b> Resolution No. CC-9601-09	

Please see attached.

## POLICIES FOR THE INSTALLATION OF SPEED HUMPS

1. Speed humps are an appropriate mechanism for reducing speeds on certain streets in Lawndale when properly installed and under the right circumstances.
2. Speed humps can be considered for installation when the benefits normally derived by residents from a local residential street are significantly diminished by the speed of traffic (even though there have been few or no reported accidents) as evidenced by a substantial majority of the abutting residents signing a petition for the installation of speed bumps. In addition, speed bumps can be utilized to slow traffic should a hazardous condition exist.
3. Speed humps should only be used on local residential streets (i.e. streets where the primary function is to provide normal access to abutting residences). Experience has shown that the average motorist reduces speed to approximately 16 mph to traverse a 3 inch speed hump. It would not be realistic to expect motorists on streets intended to serve more than just abutting residents to reduce speeds to 16 mph every 300 feet or so unless a hazardous condition exists. Except in very unusual circumstances installation of speed humps on streets other than local residential streets could have potentially severe traffic safety consequences, almost certainly affect emergency services and other service delivery activities, and likely create the diversion of large amounts of through traffic onto local residential streets which were not intended for that purpose.

The majority of street mileage in Lawndale can clearly be classified as local residential streets. However, speed humps will not normally be considered for streets which are classified as collector streets or higher in the City's General Plan or which are determined to provide a transportation service to the community beyond that of simply providing access to the immediately abutting residents. There are no absolute criteria that clearly distinguish a purely local residential street from other relatively low-volume streets that provide important services to residents in addition to those immediately abutting the street in question. However, streets carrying less than 1,000 vehicles per day are almost always local residential streets, and streets carrying over 3,000 vehicles per day almost always provide important services to the larger community. In the final analysis, the suitability of a particular street for the installation of speed humps will have to be determined on case-by-case basis.

4. Speed humps should be installed on logical segments of local residential streets. They will not normally be installed in isolated blocks along a continuous street or on relatively short (less than 800 feet) cul-de-sac streets. A substantial majority of residents on logical continuous segments of a local residential street must support the installation of speed humps. Logical segments are considered to be segments between arterial streets or between natural discontinuities such as jogs in the street. The cost of installing speed humps on relatively short cul-de-sac streets cannot normally be justified.
5. Streets eligible for the installation of speed humps shall have a speed limit of 25 mph as determined in accordance with state law. The need to reduce speed substantially at speed humps would not make these devices appropriate for streets posted higher than 25 mph



because of the severe speed differential such as installation would create along the street. Severe differentials between the speed of vehicles on a street are known to contribute to traffic accidents. The Traffic Safety Committee may make exceptions to this condition in unusual circumstances.

6. The street shall be no more than one lane in each direction.
7. The street should not be a truck route or a transit route.
8. The street should not have grades greater than 5%. Proposed policies 5, 6, 7, and 8 are identical to recommendations made by the California Traffic Control Devices Committee on Pavement Undulations and are based on the best information currently available.
9. Speed humps will only be considered for installation on local residential streets determined by the City Engineer to have adequate vertical and horizontal alignment and sight distances to safely accommodate the installation of speed humps.
10. The street should not be an important access route for emergency vehicles. Factors to be considered are:
  - (a) Whether the street is a primary route for emergency vehicles;
  - (b) Whether the installation of speed humps could cause a significant delay in the response to emergencies.
11. Speed humps are still experimental roadway features; therefore, additions, alterations, or removal of any or all speed humps may occur at any time.
12. The Traffic Safety Committee may, at its discretion, recommend the installation of speed humps which are outside the guidelines previously listed if in their opinion unusual or extenuating circumstances exist.
13. The City Council will determine whether or not speed humps are installed at any location after consideration of the recommendations of the Traffic Safety Committee.

## PROCEDURES FOR THE INSTALLATION OF SPEED HUMPS - 1996

1. The City Council's adopted policies and procedures for the installation of speed humps will be made available to all interested parties.
2. A representative of a local residential street who believes the residents on his street will support the installation of speed humps will submit a request in writing to the Traffic Safety Committee which will consult with the Sheriff, Fire and Engineering Departments in making a determination of whether the street in question is eligible for further consideration for the installation of speed humps (i.e., the street is consistent with the City Council's policies for the installation of speed humps). The matter will be considered at the next available Traffic Safety Committee meeting and a decision reached as to the street's appropriateness.
3. Upon determination that a street is eligible for further consideration, the representative of the street will be advised to submit a petition (forms provided by the City) from the abutting property owners or residents indicating that a clear majority (65% or more) support the installation of speed humps on their street. The petition forms provided by the City will state: If there is subsequently a desire by residents to remove the speed humps, the humps will only be considered for removal after receipt of a petition from a substantial majority (65% or more) asking for the removal.

The sponsor of the petition is required to contact every resident of the abutting properties on the subject street. If a resident is against the speed humps, the word "OPPOSED" will be noted on the petition signature space. If the sponsor is unable to contact a resident, "NO CONTACT" will be noted on the petition signature space with the days and times that contact was attempted. It is required that the sponsor make at least two attempts on separate days to contact a resident.

Any petitions submitted prior to eligibility determination by City staff will not be processed ahead of schedule and shall be subject to rejection if all required information on the installation of speed humps is not included thereon.

The Traffic Safety Committee may decide that petitions are not necessary if it is determined that a safety hazard exists such that safety humps represent a prudent, necessary improvement.

4. Upon verification of the petition, staff will make every reasonable effort to notify the surrounding area of the proposal for speed humps on a particular street. If there is substantial opposition to the installation of speed humps by people who travel the street on a regular basis the Traffic Safety Committee will consult with the various parties and attempt to reach consensus. If agreement cannot be reached on a particular street, the matter will be referred to the City Council for final determination.
5. Upon verification of the petition, the Traffic Safety Committee will make traffic speed and volume measurements and review the traffic accident history for the street in question. In addition, the Traffic Safety Committee will submit the list of request to the

Sheriff, Fire and Engineering Departments for their comments. The Committee's recommendations will then be forwarded to the City Council for their action.

6. The physical installation of speed humps and the associated traffic control devices shall conform to design standards established by the City Engineer.
7. A review of a specific speed hump installation shall be conducted 12 months after installation and shall consist of a speed survey and polling (by mail) of property owners and residents as to the effectiveness of the humps. Said review shall be reported to the City Council as an official report.

CITY OF LAWNSDALE

PETITION OF AFFIRMATION FOR  
THE INSTALLATION OF SPEED HUMPS

BEFORE YOU SIGN THIS PETITION, IT IS RECOMMENDED THAT YOU  
FIRST EXPERIENCE SIMILAR INSTALLATIONS ON OTHER STREETS.  
YOU SHOULD ALSO READ THE SPEED HUMP POLICIES AND  
PROCEDURES.

We, the undersigned residents of: \_\_\_\_\_ do  
hereby petition the City Council of the City of Lawnsdale TO INSTALL speed  
humps on \_\_\_\_\_. Our designated contact person  
is: \_\_\_\_\_, phone (\_\_\_\_) \_\_\_\_\_.

SIGNATURE	PRINT NAME	PRINT STREET ADDRESS

If there is subsequently a desire by residents to remove the speed humps, the humps will only be considered for removal after receipt of a petition from a substantial majority (65% or more) asking for the removal.

CITY OF LAWNDALE

PETITION OF AFFIRMATION FOR  
THE REMOVAL OF SPEED HUMPS

BEFORE YOU SIGN THIS PETITION, YOU SHOULD ALSO READ THE  
SPEED HUMP POLICIES AND PROCEDURES.

We, the undersigned residents of: \_\_\_\_\_ do  
hereby petition the City Council of the City of Lawndale TO REMOVE speed  
humps on \_\_\_\_\_. Our designated contact person  
is: \_\_\_\_\_, phone ( ) \_\_\_\_\_.

SIGNATURE	PRINT NAME	PRINT STREET ADDRESS



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant  
Dr. Sean M. Moore, City Manager

SUBJECT: **Letter of Support for Los Angeles County Sheriff's Department Staffing**

### BACKGROUND

The City of Lawndale contracts with the Los Angeles County Sheriff's Department for law enforcement services.

Mayor Pullen-Miles received a request from a representative from the Association for Los Angeles Deputy Sheriffs (ALADS) who requested the City send a letter to Supervisor Holly J. Mitchell, Los Angeles County Board of Supervisors, requesting the Board of Supervisors take steps to reduce the number of vacancies in the Sheriff's Department and support retention efforts for deputy sheriff positions. At the request of Mayor Pullen-Miles, a draft letter provided by ALADS is presented for consideration of the City Council.

### STAFF REVIEW

None

### LEGAL REVIEW

None

### FISCAL IMPACT

None

### RECOMMENDATION

Staff recommends that the City Council 1.) Review and approve the attached draft letter to Supervisor Holly J. Mitchell, County of Los Angeles Board of Supervisors; and 2.) Direct staff in the City Manager's Department to finalize the letter with the Mayor and City Councilmembers signature lines for transmittal to Supervisor Holly J. Mitchell; or, 3.) Provide further direction to staff.

### Attachments

[Attachment A Draft Ltr on LASD Staffing Crisis.pdf](#)

# ATTACHMENT A



DRAFT LETTER

March 17, 2025

Honorable Holly J. Mitchell  
Los Angeles County Supervisor  
Los Angeles County Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisor Mitchell,

Public safety remains the most important issue in our community. As one of the 44 cities that contract with the Sheriff's Department for police response and patrol services, we are concerned that the Sheriff's Department no longer has sufficient staffing to properly secure our neighborhoods.

At the LA County Board of Supervisors hearing on February 21, Sheriff Luna indicated that the Department has more than 1,400 vacant deputy positions. He said deputies "are doing 100% of the work, with only 76% of the personnel."

We know that our local Sheriff's station's leadership is doing the best with the number of deputies they have available, but our requests for more deputies and less dependency on overtime hours have not been granted.

We have seen firsthand the physical and mental fatigue our deputy sheriffs are experiencing due to excessive overtime demands. Many of them work nearly 100 hours of overtime every month. We fear the next greater crisis will be the loss of deputy personnel to other agencies that offer a better-balanced workload, where overtime is not a constant mandate but a choice.

Our County will soon be in the global spotlight, hosting the Olympics and World Cup. We don't want to send a message to the world that our communities are not safe due to insufficient deputy positions. These events should be an opportunity to highlight our cities and county's strengths, placing them as premier tourist destinations. With the conditions as they are, we are not confident that our community has the number of deputy sheriffs available to keep us and our visitors safe.

We urge you to match the sentiments of our Sheriff and call this what it is, **a staffing crisis at the Los Angeles County Sheriff's Department. Please take immediate steps that will reduce the number of vacancies and support retention efforts for deputy sheriff positions.**

Honorable Holly J. Mitchell, Supervisor  
Page Two  
March 17, 2025

**DRAFT LETTER**

Our community leaders are depending on you to act immediately on this issue and report your progress so that we can assure our residents and businesses that the Sheriff's Department's staffing crisis is on its way to resolution.

Sincerely,

Mayor Robert Pullen-Miles

Mayor Pro Tem Pat Kearney

Councilmember Bernadette Suarez

Councilmember Sirley Cuevas

Councilmember Francisco M. Talavera

Copy: Dr. Sean M. Moore, Lawndale City Manager  
Rudy Bermudez, ALADS via email: [rudybermudez@msn.com](mailto:rudybermudez@msn.com)



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, 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

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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Vanesa Alvarez, Administrative Assistant  
SUBJECT: **Conference with Legal Counsel – Existing Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: March 17, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Vanesa Alvarez, Administrative Assistant  
SUBJECT: **Conference with Legal Counsel – Anticipated Litigation**

The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(4), to discuss the potential initiation of litigation: three (3) cases.