

Monday, June 16, 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

<u>1. Los Angeles County Sheriff's Department Update</u>

D. PRESENTATIONS

2. Recognition of Outgoing Commissioners and Committee Members

- Presentation of City Plaque to Outgoing Parks Recreation and Social Services Commissioner Daniel Thomas Woods and Beautification Committee Member Judy Oldziewski for their Service to the City.

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 3 through 7 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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

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

4. Accounts Payable Register

- Recommendation: that the City Council adopts Resolution No. CC-2506-028 authorizing the payment of certain claims and demands in the amount of \$1,554,918.51.

5. Minutes of the Lawndale City Council Regular Meeting - June 2, 2025

- Recommendation: that the City Council approve the minutes.

6. Notice of Completion - FY 2023/24 Citywide Sign Replacement Project

— Recommendation: that the City Council 1.) Accept the project completion by J&E Asphalt Maintenance, for the FY 2023/24 Citywide Sign Replacement Project; and 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2023/24 Citywide Sign Replacement Project.

7. Notice of Completion - Lawndale Security Improvement Project

— Recommendation: that the City Council 1.) Accept the project completion by Am-Tec Total Security Inc., for the Lawndale Security Improvement Project; and 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Lawndale Security Improvement Project.

H. CONSENT CALENDAR

SUCCESSOR AGENCY

Items 8 through 9 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

8. Minutes of the Successor Agency Meeting, June 2, 2025

- Recommendation: that the City Council approve the minutes.

9. Routine Records Destruction

- Recommendation: that the Agency Members adopt Resolution No. LRAS-2506-001, approving the request from the City Clerk's Department, for authorization to destroy routine records as listed in the exhibit of the Resolution.

I. CONSENT CALENDAR

LAWNDALE HOUSING AUTHORITY

Item 10 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

10. Minutes of the Housing Authority Meeting, June 2, 2025

- Recommendation: that the City Council approve the minutes.

J. ADMINISTRATION

CITY COUNCIL/ SUCCESSOR AGENCY/ LAWNDALE HOUSING AUTHORITY

11. Annual Budget Fiscal Year 2025-26

- Recommendation: that the City Council adopt Resolution No. CC-2506-030, adopting the fiscal year 2025-2026 operating and capital improvement budget, which includes the City of Lawndale, Lawndale Housing Authority, and Successor Agency to the Lawndale Redevelopment Agency.

K. ADMINISTRATION

CITY COUNCIL

12. Adoption of Fiscal Year 2025-26 Appropriations Limit

- Recommendation: that the City Council adopt Resolution No. CC-2506-025 approving the Appropriations Limit for Fiscal Year 2025-26.

13. Annual Investment Policy Resolution Number CC-2506-029

- Recommendation: that the City Council adopt Resolution CC-2506-029, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

14. Approval of Agreement with Southwest Patrol

— Recommendation: that the City Council approve one of the following three options: Option One – Increase Southwest Patrol hours from 96 hours per week to 112 hours per week for a total of 5,680 guard hours annually for a cost of \$312,400. This would give the City guard coverage seven days and seven nights per week with 16 out of every 24 hour day with an armed guard patrolling the City of Lawndale; Option Two – Reducing the amount of guard hours per week from 96 hours to 80 hours. This would give the City guard coverage Monday through Friday from 8:00 am until 4:30 pm, as well as Tuesday night and Thursday through Sunday night coverage from 6:00 pm until 2:30 am. This option also maintains guard coverage on all nine holidays recognized by Southwest Patrol. With the holiday hours factored in at a hourly rate of time and a half hourly rate, the cost rises to 4,220 billable hours for a total of \$232,100 annually; or Option Three – Reducing the amount of guard hours per week from 96 hours to 80. This would give the City guard coverage Monday through Friday from 8:00 am until 4:30 pm, as well as on Tuesday night and Thursday night through Sunday night from 6:00 pm until 2:30 am. Under this option the City would eliminate guard shifts on all holidays. This would be the equivalent of 4,040 billable hours for a total of \$222,200 annually, which is the lowest priced option.

15. First Amendment to Contract Services Agreement for Landscape Maintenance and Tree Trimming Services

— Recommendation: that the City Council approve the First Amendment to the Landscape Maintenance and Tree Trimming Services Agreement to extend the term for an additional 12 months through June 30, 2026 at a total annual cost of \$984,609.69.

16. Consideration of Opening of Time Capsule

- Recommendation: that the City Council discuss and provide direction to staff.

<u>17. Animal Shelter Update</u>

- Recommendation: that the City Council receive and file this report.

18. Adopt Resolution No. CC-2506-033 of FY 2025-26 Budget List of Projects Road Repair and Accountability Act of 2017 - Senate Bill 1 (SB 1)

- Recommendation: that the City Council adopt Resolution No. CC-2506-033 approving the project list of streets as attached herein Exhibit A- Project Description/Location.

<u>19. Approve Amendment 2 to the Contract Services Agreement with All City Management Services, Inc., for School</u> <u>Crossing Guard Services</u>

— Recommendation: that the City Council approve Amendment 2 to the Contract Services Agreement for School Crossing Guard services with All City Management Services, Inc., extending the term of the agreement for two years for a not-to-exceed amount of \$329,566 (Attachment D).

20. Award of Contracts for Construction and Inspection Services for FY 23/24 Street Rehabilitation and FY 24/25 Sidewalk Replacement Project

— Recommendation: that the City Council 1.) Award the construction contract to Sequel Contractors, Inc., in the amount of \$1,799,139.48 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project; 2.) Award the Construction Inspection Services to SA Associates in the amount of \$110,000.00 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project; and 3.) Approve the construction Contingency of \$269,870.92 for FY 2023-24 Street Rehabilitation & 2024-25 Sidewalk Replacement Project.

21. Memorandum of Understanding between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895 Agreement and Citywide Pay Schedule for Fiscal Year 2025-2026

— Recommendation: that the City Council 1) approve Resolution No. CC-2506-031 approving the 2025-2028 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36, and; 2) adopt Resolution No. CC-2506-032, approving the Fiscal Year 2025-2028 City-wide Salary and Pay Schedule and; 3) approve budget amendment for \$258,475 as noted above.

22. Consideration of an Urgency Ordinance to Prohibit Placement of New Utility Infrastructure within the City of Lawndale

— Recommendation: that the City Council A.) Conduct a public hearing; B.) Determine that Ordinance 1211-26 is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations, Title 14, Section 15060, subdivision (c)(2), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061 subdivision (b)(3) because the activity has no potential for resulting in physical change to the environment, directly or indirectly and so is not a project; and C.) Adopt by four-fifths (4/5) vote of the City Council Urgency Ordinance No. 1211-26 prohibiting the placement of new Utility Infrastructure within the City's right of way.

L. CITY MANAGER REPORT

M. ITEMS FROM CITY COUNCILMEMBERS

23. Citywide Customer Service Training

Requested by Councilmember Bernadette Suarez.

- Recommendation: that the City Council receive this report and/or provide further direction if necessary.

24. Letter Requesting Funding for Lawndale Youth Development Center Project

Requested by Mayor Pro Tem Pat Kearney.

— Recommendation: that the City Council review the draft letter to be addressed to state legislators requesting assistance in obtaining funding for the Lawndale Youth Development Center and Skatepark Project and/or provide further direction as appropriate.

25. Report of Attendance at Meetings

N. ADJOURNMENT

The regular meeting scheduled to be held on July 7, 2025, was canceled by order of the City Council on April 21, 2025. The next regularly scheduled meeting of the Citv Council will be held on July 21, 2025, at 6:30 p.m. in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on Monday, June 16, 2025, was posted no less than 72 hours prior to the meeting.

/s/ Yvette Palomo Yvette Palomo, Assistant City Clerk

Date Posted: June 12, 2025



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

SUBJECT:	Los Angeles County Sheriff's Department Update
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

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



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DATE:	June 16, 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 Committee Members

BACKGROUND

The City is recognizing Commission and Committee Members for their service by presenting them with a City Plaque as per Council Policy No. 26-95 - Recognition Requests.

Attachments

Attachment A.pdf

ATTACHMENT A

City of Lawndale

Presentations

June 16, 2025

City Council Meeting

Recognition of Service

Outgoing Commissioners and Committee Members

Parks, Recreation & Social Services Commission

Daniel Thomas Woods

Beautification Committee

Judy Oldziewski

Presented To

Daniel Thomas Woods

(City of Lawndale Logo Here)

In Recognition of your Dedicated Service to the

Parks, Recreation & Social Services Commission

August 1, 2016 – May 1, 2025

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Presented by the Lawndale City Council

June 16, 2025

Presented To

Judy Oldziewski

(City of Lawndale Logo Here)

In Recognition of your Dedicated Service to the **Beautification Committee**

<u>Service Dates</u> 1987 to 1994 and August 14, 1995 to May 8, 2025

Presented by the Lawndale City Council

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June 16, 2025



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

SUBJECT:	Motion to read by title only and waive further reading of all ordinances listed on the Agenda
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

RECOMMENDATION

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



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

DATE:	June 16, 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-2506-028 authorizing the payment of certain claims and demands in the amount of \$1,554,918.51.

Attachments

A. CC-2506-028- AP Resolution - June 16, 2025.pdf

ATTACHMENT A

RESOLUTION NO. CC-2506-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,554,918.51

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

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

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

SECTION 3. That the claims and demands paid by check numbers 207607 through 207671 for the aggregate total of \$1,554,918.51 are hereby authorized.

Effective Date: June 16th, 2025

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 16th day of June 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-2506-028 at a regular meeting of said Council held on the 16th day of June 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

		Check Number	
Check Date	Beginning	Ending	Aggregate Total
5/29/2025	207607	207636	1,472,848.10
6/5/2025	207637	207671	82,070.41
Tot	al Checks		1,554,918.51
Claims and Demands	Paid By Electronic A	ch transfer:	
Date Nai	me of Payee	Description	Amount
Tot	al ACH Payments		0.00
	and Demands Paid		1,554,918.51

Check	Register	Report
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City of Lawndale					BANK: WELLS FARGO BANK N.A	Da Tin Pa	ne: 10:00	/2025)0 am 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Am	nount
WELLS FARGO I	BANK N.A Check	s	· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·		
207607	05/29/2025	Printed		8357	4LEAF INC.	CDD PERMIT TECHNICIAN SVCS -	11,34	40.00
207608	05/29/2025	Printed		8401	ADVANTEC CONSULTING ENGINEERS	JULY 2024: ROAD ANALYSIS 147TH	13,20	35.00
207609	05/29/2025	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	16,98	36.25
07610	05/29/2025	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - APR. 2025	57,81	10.93
07611	05/29/2025	Printed		0158	CALIFORNIA JPIA	ADA SELF-EVALUATION &	26,10	00.00
207612	05/29/2025	Printed		8586	CARTOON INK	CARICATURE SVCS PET FAIR	66	60.00
207613	05/29/2025	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	MAY 2025-INS PRE-TAX/POST TAX	3,29	95.06
207614	05/29/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	SSMP AUDIT	5,84	43.25
07615	05/29/2025	Printed		0216	DELTA DENTAL	MAY 2025 DENTAL PREMIUM	2,71	11.96
07616	05/29/2025	Printed		0389	DELTA DENTAL INSURANCE COMPANY	MAY 2025 DENTAL PREMIUM	27	71.98
07617	05/29/2025	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES MARTIAL ARTS	2,37	73.00
07618	05/29/2025	Printed		8584	FITNESS MACHINE TECHNICIANS	DIAGNOSIS TREADMILL CONTROL	19	90.00
07619	05/29/2025	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	25	55.07
07620	05/29/2025	Printed		8589	HAWTHORNE TORRANCE PROPERTY	PLANNING DEPOSIT REFUND	1,60	0.00
07621	05/29/2025	Printed		8150	HEALTH AND HUMAN RESOURCE	MAY 2025 EMPLOYEE ASSIST	7	76.14
07622	05/29/2025	Printed		6051	INFANTE BROS LAWNMOWER SHOP	WEED TRIMMER CUT LINE	13	39.23
07623	05/29/2025	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	599,52	29.7 [.]
07624	05/29/2025	Printed		7940	MARIPOSA LANDSCAPES, INC	CITY PARKS IRRIGATION PROJ	383,81	18,88
07625	05/29/2025	Printed		6445	MICHAEL BAKER INTL, INC	NON CDBG CONSULTING SERVICES -	5,10)2.50
07626	05/29/2025	Printed		0663	MIRACLE RECREATION EQUIP CO	PLAYGROUND RAILING -	95	57.8
07627	05/29/2025	Printed		8304	MOBILE ZOO OF SOUTHERN CA	BARNYARD PETTING ZOO - PET	1,64	48.00
07628	05/29/2025	Printed		8295	ONYX PAVING COMPANY INC	ADA SIDEWALKS & ACCESS RAMPS	319,64	40.80
07629	05/29/2025	Printed		8590	OBEER QAZI	PLATFORM STAGE DEPOSIT REFUND	75	50.00
07630	05/29/2025	Printed		8588	MARIANA SOTO	FATHER'S DAY SR. LUNCH -	20	00.00
07631	05/29/2025	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	8,80	0.00
07632	05/29/2025	Printed		2002	THE STANDARD, UNIT 22	LIFE, AD&D, LTD INSURANCE PREM -	1,72	21.74
07633	05/29/2025	Printed		5319A	THREE BROTHERS PARTY RENTALS	TENTS, TABLES & CHAIRS FOR	2,28	35.00
07634	05/29/2025	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,04	47.44
07635	05/29/2025	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	10	03.3
07636	05/29/2025	Printed		0479	VISION SERVICE PLAN	LIFE, AD&D, LTD INSURANCE PREM -	1,38	85.04
			Total Che	cks: 30		Checks Total (excluding void check	s): 1,472,84	48.10

Total Payments: 30

Total Payments: 30

Bank Total (excluding void checks): 1,472,848.10

Grand Total (excluding void checks): 1,472,848.10

Check Register Report

City of Lawndale					BANK: WELLS FARGO BANK N.A		Date: Time: Page:	06/04/2025 5:05 pm 1
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount
WELLS FARGO	BANK N.A Checi	ks			***************************************			
207637	06/05/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES		1,923.68
207638	06/05/2025	Printed		2207	ASAP SIGN & BANNER, LLC	CITY SEAL MAGNETS FOR PODIUM		1,052.48
207639	06/05/2025	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT		13,565.82
207640	06/05/2025	Printed		8319	C&S GARDEN CENTER	PLANTS & MATERIALS -		3,812.69
207641	06/05/2025	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -		525.00
207642	06/05/2025	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES		1,008,21
207643	06/05/2025	Printed		7279	CORNER BURGER	CONTINENTAL BREAKFAST -		528.00
207644	06/05/2025	Printed		6244	DATA TICKET, INC	CODE CITATION PROCESSING FEE -		539.69
207645	06/05/2025	Printed		8580	DEVIL MOUNTAIN NURSERY	PLANTS - HAWTHORNE BLVD		159.08
207646	06/05/2025	Printed		8250	EMCOR SERVICES MESA ENERGY	EMERGENCY HVAC REPAIR @		1,124.00
207647	06/05/2025	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -		735.91
207648	06/05/2025	Printed		8592	JCFC	FLAGS, POLES, BASE & HARDWARE		756.93
207649	06/05/2025	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS		1,125.02
207650	06/05/2025	Printed		7362	LA UNIFORM & TAILORING INC	UNIFORMS FOR MSD -		404.34
207651	06/05/2025	Printed		0308	LOS ANGELES COUNTY	YOUTH DAY PARADE 4/26/2025		11,945.85
207652	06/05/2025	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES		616.46
207653	06/05/2025	Printed		7910	MOBILE SCREENING UNIT INC	PET FAIR 2025 - MOBILE HEALTH		600.00
207654	06/05/2025	Printed		8031	MOMAR, INC.	GRAFFITI REMOVER		248.24
207655	06/05/2025	Printed		4566	MYERS & SONS HI WAY SAFETY INC	STREET SIGNS & DRIVE RIVET		1,515.07
207656	06/05/2025	Printed		8550	NINJA NATION LLC	GROUND OBSTACLE COURSE - PET		2,500.00
207657	06/05/2025	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTERS -		960.00
207658	06/05/2025	Printed		7022	PARAMOUNT PET ENTERTAINMENT	REPTILE DISPLAY -		1,700.00
207659	06/05/2025	Printed		8374	POWERSCHOOL GROUP LLC	LAWNDALE WEBSITE - SUPPORT&		5,257.60
207660	06/05/2025	Printed		7047	PRECISION AUTO CARE, INC	COMBINATION SWITCH REPAIR -		342,24
207661	06/05/2025	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -		1,760.84
207662	06/05/2025	Printed		8397	SOUND CONTROL	DJ SERVICE - PET FAIR 6/07/25		600.00
207663	06/05/2025	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -		13,400.00
207664	06/05/2025	Printed		6349	STEAMX, LLC	REPLACED GUN/TAIL LIGHT		117.12
207665	06/05/2025	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - SAN DIEGO		8,330.00
207666	06/05/2025	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT		1,208.56
207667	06/05/2025	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT		87.95
207668	06/05/2025	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES		661.29
207669	06/05/2025	Printed		8593	MARIA VENTURA	SHOP LOCAL HOME IMPROV. REBATE		500.00
207670	06/05/2025	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES		1,487.37
207671	06/05/2025	Printed		0493	ZUMAR INDUSTRIES, INC	REFLECTIVE TAPES FOR SIGN		970.97
			Total Che	cks: 35		Checks Total (excluding void ch	ecks):	82,070.41

Bank Total (excluding void checks):

82,070.41

Total Payments: 35

Total Payments: 35

Grand Total (excluding void checks):

82,070.41

Council Meeting 6/16/2025 Details of US Bank Credit Card Charges & Petty Cash Expenses

Date	Vendor	Description	Amount
4/2	23/2025 Smart & Final	Items - First Aid/Cpr Trng 4/24/25	67.5
4/2	24/2025 Papa John'S Pizza	Lunch - First Aid/Cpr Attendees 4/24/25	130.6
4/2	25/2025 Corner Bakery	Refreshments - First Aid/Cpr Training 4/24/25	206.0
4/2	29/2025 Von'S Market	Snacks - Big 4 Trng 4/29/25	29.3
4/3	30/2025 Corner Bakery	Refreshments - Big 4 Trng April 29, 2025	176.0
5	/9/2025 Corner Bakery	Snacks - Driver Safety Trng 5/9/25	259.1
5/1	13/2025 Smart & Final	Drinks - Workplace Harassment Trng 5/14/25	4.6
5/1	15/2025 Smart & Final	Items - Workplace Harassment Trng 5/14/25	32.3
5/1	14/2025 Corner Bakery	Refreshments - Workplace Harassment 5/14/25	262.9
5/1	9/2025 FS Controlio	Employee Relations- Monthly Software Subscription For HR Dept.	39.9
Check Date	e 6/05/2025; Check# 207666		\$ 1,208.5

Vendor# 3672-FIN

Date	Vendor	Description	Amount		
	5/12/2025 Microsoft	Microsoft 365 Business Standard - 1 additional license 4/16/25 - 11/15/25		87.95	
Check	Date 6/05/2025; Check# 207667		\$	87.95	



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

SUBJECT:	Minutes of the Lawndale City Council Regular Meeting - June 2, 2025
PREPARED BY:	Vanesa Alvarez, Administrative Assistant Yvette Palomo, Assistant City Clerk
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

06-02-25 Draft Minutes.pdf

ATTACHMENT A

DRAFT MINUTES LAWNDALE CITY COUNCIL REGULAR MEETING SUCCESSOR AGENCY REGULAR MEETING HOUSING AUTHORITY REGULAR MEETING June 2, 2025

A. <u>CALL TO ORDER AND ROLL CALL</u>

Mayor Pullen-Miles called the meeting to order at 6:34 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

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

B. <u>CEREMONIALS</u>

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

C. <u>PUBLIC SAFETY REPORT</u>

1. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities and invited the community to attend the Health, Safety & Pet Fair on June 7, 2025, 10:00 a.m. to 2:00 p.m. at Jane Addams Park.

2. Los Angeles County Fire Department Update

Assistant Fire Chief Kane summarized the recent fire department activities.

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

Michelle Pino, Library Manager, announced the library's upcoming events and that she will be leaving her position at the library.

Andrew Blackney, Resident, commented on deteriorated roadway on Marine Avenue and 149th Street, the Local Travel Network (LTN) map, and asked if residents can receive information on future road improvements.

Juan Granados, Resident, commented on the library's security guard, and on an incident he observed involving a vehicle.

DRAFT Minutes - City Council, Successor Agency, Housing Authority June 2, 2025 Page 3

Deena Sopko, Resident, asked if there was a resolution with Republic Services to clean up the oil spill on her street, commented that she enjoyed the Lawndale Memorial Day Remembrance event, and asked if the car club will continue to be included in the music festival.

Randall Abram, Resident, commented on past City Council agenda item discussions, and asked for the status of implementing Senate Bill 1403, related to recovering firework enforcement costs.

E. <u>COMMENTS FROM COUNCIL</u>

Councilmember Talavera thanked everyone that attended tonight's meeting, commented that his relatives served the country, wished Library Manager Pino well, asked residents to be patient with City improvements as there are regulations that are to be met, thanked Resident Granados for getting involved in the incident he witnessed, commented that an update on the oil spill will be given, agrees that car clubs should continue to be included in the music festival and thanked Resident Abram for voicing his concerns.

Councilmember Suarez thanked everyone that attended tonight's meeting and commented that City processes and codes can be improved.

Councilmember Cuevas thanked everyone that attended tonight's meeting and wished Library Manager Pino well.

Mayor Pro Tem Kearney thanked everyone that attended tonight's meeting, wished Library Manager Pino well, asked if the streets Resident Blackney mentioned are on the upcoming street repair list, commented that he agrees that a car club should continue to be included in the music festival.

City Manager Dr. Moore responded that the Public Works Director will provide an update on the upcoming street repairs.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting, wished Library Manager Pino well, thanked Resident Blackney for bringing the LTN map to their attention, Resident Granados for getting involved in an incident he observed, asked City Manager Dr. Moore to provide an update on the oil spill incident involving Republic Services.

City Manager Moore commented that staff is in contact with Republic Services and will provide an update.

F. <u>CONSENT CALENDAR</u>

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

Recommendation: that the City Council approve.

- 4. <u>Accounts Payable Register</u> Recommendation: that City Council adopt Resolution No. CC-2506-024 authorizing the payment of certain claims and demands in the amount of \$574,052.22
- 5. <u>Minutes of the Lawndale City Council Regular Meeting May 19, 2025</u> Recommendation: that the City Council approve the minutes.

DRAFT Minutes - City Council, Successor Agency, Housing Authority June 2, 2025 Page 4

6. Second Reading and Adoption of Ordinance No. 1211-25 amending the City's Zoning Map of properties to establish the Housing Opportunity Overlay Zones within areas of the City and Hawthorne Boulevard Specific Plan; and Amendments to Title 17 of the Lawndale Municipal Code to establish Chapter 17.54 Housing Opportunity Overlay Zones Recommendation: that the City Council 1.) Adopt Ordinance 1211-25, amending the City's Zoning Map of properties to establish the Housing Opportunity Overlay Zones within areas of the City and Hawthorne Boulevard Specific Plan; and Amendments to Title 17 of the Lawndale Municipal Code to establish Chapter 17.54 Housing Opportunity Overlay Zones within areas of the City and Hawthorne Boulevard Specific Plan; and Amendments to Title 17 of the Lawndale Municipal Code to establish Chapter 17.54 Housing Opportunity Overlay Zones.; and 2.) Determine that Ordinance No. 1211-25 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15183 of the CEQA Guidelines.

7. <u>Beautification Committee Appointment for 2025-2027 Term</u>

Recommendation: that the City Council 1.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2506-026; and 2.) Adopt Resolution No. CC-2506-026 as amended.

8. <u>Parks, Recreation and Social Services Commission Appointment for 2025-2027 Term</u> Recommendation: that the City Council 1.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2506-027; and 2.) Adopt Resolution No. CC-2506-027 as amended.

9. <u>SolarAPP+ Solar Online Software</u>

Recommendation: that the City Council direct staff to work with SolarAPP+ and implement the online web-base portal set forth under SB 379.

10. <u>Approval of Amendment 1 to the MOU with the Centinela Valley Union High School</u> <u>District for use of the Lloyd Continuation School Parking Lot</u>

Recommendation: that the City Council approve Amendment 1 of a Memorandum of Understanding (MOU) with the Centinela Valley Union High School District (CVUHSD) for the parking of vehicles on District property for limited City events, activities, or other official purposes.

11. First Amendment to Contract Services Agreement for Chapala Dance Academy

Recommendation: that the City Council approve the First Amendment to the Agreement for Instructor to Use City Facilities between the City of Lawndale and Chapala Dance Academy, LLC for an amount not to exceed \$66,000.

12. <u>Request to Approve NEOGOV Software Subscription Agreement</u>

Recommendation: that the City Council authorize the City Manager to execute an ongoing subscription license agreement order form with Governmentjobs.com, Inc. (d/b/a NEOGOV) for the Insight applicant tracking software module.

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

By consensus, Mayor Pullen-Miles pulled Consent Calendar Item No. F.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. F.3 through F.12., excluding Item No. F.8. The motion passed by a vote of 5-0.

8. <u>Parks, Recreation and Social Services Commission Appointment for 2025-2027 Term</u> Recommendation: that the City Council 1.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2506-027; and 2.) Adopt Resolution No. CC-2506-027 as amended.

This item was considered separately at this time.

Councilmember Suarez commented that she is not in agreement with the selected appointment.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2506-027, and adopt Resolution No. CC-2506-027 as amended. The motion passed by a vote of 4-1, with Councilmember Suarez voting no.

G. CONSENT CALENDAR

SUCCESSOR AGENCY

13. <u>Minutes of the Successor Agency Meeting, May 19, 2025</u> Recommendation: that the City Council approve the minutes.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Kearney to approve Consent Calendar Item No. G.13. The motion passed by a vote of 5-0.

H. <u>CONSENT CALENDAR</u>

LAWNDALE HOUSING AUTHORITY

14. <u>Minutes of the Housing Authority Meeting, May 19, 2025</u> Recommendation: that the City Council approve the minutes.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Kearney to approve Consent Calendar Item No. H.14. The motion passed by a vote of 5-0.

I. <u>PUBLIC HEARING</u>

CITY COUNCIL/ SUCCESSOR AGENCY/ LAWNDALE HOUSING AUTHORITY

15. <u>Public Hearing for Budget Workshop Fiscal Year 2025-26 & Public Hearing for Staff</u> <u>Vacancies</u>

Recommendation: There is no formal recommendation with this item, however staff is looking for direction from Council regarding the budget.

Finance Director Manuelian presented the staff report and a PowerPoint presentation.

In response to Councilmember Cuevas's questions, Community Services Director Minter responded that the City budgeted for three festivals, and the Hispanic Heritage Festival is in addition to the events already in place.

In response to Councilmember Cuevas's question, City Manager Dr. Moore responded that the scope of work between the Los Angeles County Sheriff's Department (LASD) and Southwest Patrol is different, and that Southwest Patrol performs homeless outreach, patrols parks, City property and street vendor enforcement.

Discussion ensued among City Councilmembers and staff regarding the amount budgeted for the Hispanic Heritage Festival, fundraising and sponsorships for the festival, and the need for the Community Services Department to have additional staffing support to manage City events, programs and the rental of the Harold E. Hofmann Community Center to the public.

Councilmember Cuevas commented that the Hispanic Heritage Festival should be lowered to \$13,001 to align with the two budgeted festivals.

Mayor Pullen-Miles opened the public hearing at 7:34 p.m.

Juan Granados, Resident, commented in support of the Hispanic Heritage Festival and offered his assistance in planning the event.

Andrew Blackney, Resident, commented on the public safety budget related to LASD, and in support of budgeting for a Community Services Supervisor position.

Randall Abram, Resident, commented in support of increasing public safety officers, budgeting for additional Community Services staff, and commented on comments City Councilmembers have made regarding funding the Hispanic Heritage Festival.

Mayor Pullen-Miles closed the public hearing at 7:39 p.m.

In response to Councilmember Suarez's questions, Municipal Services Director Reyes responded that Southwest Patrol guards are armed and trained; however, they do not arrest housed persons, street vendors or engage with dangerous criminals.

Councilmember Suarez commented that she does not support funding in the budget for Southwest Patrol until the service agreement is discussed, asked if LASD can hire additional deputies, and requested a Request for Proposal (RFP) be submitted to receive quotes from other security companies.

LASD Lieutenant Osburn responded that LASD is actively hiring deputies; however, there is a moratorium preventing expanding current contracts, and the City is receiving all contracted services.

Discussion ensued among City Councilmembers and staff regarding the increase in the Southwest Patrol contract, what funding is being used, issuing an RFP, and reviewing Southwest Patrol's duties.

Mayor Pullen-Miles, Mayor Pro Tem Kearney and Councilmember Cuevas concurred with lowering the budget to \$13,001 for Hispanic Heritage Festival and keeping the budget for security as is.

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In response to Mayor Pro Tem Kearney's question, City Attorney Murphy responded that the ability for the City to submit an RFP for security services without breaching the current contract depends on the terms of the contract, which he will review and provide a response to City Council.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to accept the new budget as presented by staff, with a change to the budgeted amount for the Hispanic Heritage Festival from \$16,000 to \$13,001. The motion passed by a vote of 4-1, with Councilmember Suarez voting no.

J. ADMINISTRATION

CITY COUNCIL

16. Lemonade Day

Recommendation: that the City Council 1.) Direct staff to develop/implement the Lemonade Day event for Fiscal Year 2025-2026, with a budget allocation of \$5,000 maximum; or 2) Provide further direction to staff regarding participation in a Lemonade Day activity.

Community Services Director Minter presented the staff report.

Mayor Pro Tem Kearney commented in support of Lemonade Day with freshly squeezed lemonade.

In response to Councilmember Cuevas's question, Community Services Director Minter responded that he will research if there is a particular day the event should be held on, the estimated cost of \$3,000 - \$5,000 includes staff time, advertising, meeting space, lemonade ingredients, and it has not been budgeted.

Councilmember Suarez commented in support of Lemonade Day and asked if business sponsorships for the stands could be looked into.

Councilmember Talavera commented in support of Lemonade Day as it gives youth an entrepreneurship opportunity.

Mayor Pullen-Miles commented in support of Lemonade Day, asked if the Youth Advisory Committee (YAC) and the Business Revitalization Ad Hoc Subcommittee can get involved in the planning of the event.

City Manager Dr. Moore responded that staff will schedule a meeting for the Business Revitalization Ad Hoc Subcommittee.

By consensus, the City Council directed staff to develop/implement the Lemonade Day event for Fiscal Year 2025-2026, with a budget allocation of \$5,000 maximum, and schedule a meeting for the Business Revitalization Ad Hoc Subcommittee.

17. <u>Award of Contract to General Technologies and Solutions for Preparation of Traffic</u> <u>Analysis Report</u>

Recommendation: that the City Council award a contract to General Technologies and Solutions in the amount of \$22,400 for Traffic Analysis of Westside 147th Street.

City Attorney Murphy announced that Councilmember Cuevas is recusing herself from commenting on the issues on 147th Street because her property is within 500 feet of the area at issue and is stepping down from the dais during the discussion.

Public Works Director Rodriguez presented the staff report.

In response to Councilmember Talavera's questions, Public Works Director Rodriguez responded that the consultant can obtain data from Southern California Association of Governments (SCAG) and other agencies to compile the report.

Councilmember Talavera asked if the closing of 147th Street and Inglewood Avenue can be inclided in the report.

City Manager Dr. Moore responded that staff can review the data that SCAG has; however, specific real time information is required and recommended approving the contract with the consultant.

Public Works Director Rodriguez responded that the analysis to close 147th Street will be part of the report.

In response to Councilmember Suarez's questions, Public Works Director Rodriguez responded that TDA3 are funds that the City receives for transportation, pedestrian and bicycle safety, and the Transportation Development Act Article 3 fund balance of \$22,459 expires on June 30, 2025.

Mayor Pullen-Miles opened public comments.

Andrew Blackney, Resident, commented on streets classified as collector streets and in favor of the City Council approving the contract.

Deena Sopko, Resident, commented on traffic issues on Inglewood Avenue, and possible traffic issues that can be created by closing 147th Street.

Juan Granados, Resident, commented on speed dots, and in opposition of closing 147th Street.

Mayor Pullen-Miles closed public comments.

A motion was made by Councilmember Suarez and seconded by Mayor Pullen-Miles to award a contract to General Technologies and Solutions in the amount of \$22,459 for Traffic Analysis of Westside 147th Street. The motion passed by a vote of 4-0-1, with Councilmember Cuevas recusing herself.

Councilmember Cuevas returned to the dais at this time.

K. <u>CITY MANAGER REPORT</u>

City Manager Dr. Moore thanked the City Council and staff for planning the Employee Appreciation Lunch, thanked everyone for their hard work, attended the ESMoA's Chalk Away event and asked Community Services Director Minter to announce an upcoming event.

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Community Services Director Minter invited the community to attend the Health, Safety & Pet Fair, a joint event with the Municipal Services Department, scheduled for June 7, 2025, 10:00 a.m. to 2:00 p.m. at Jane Addams Park.

L. <u>ITEMS FROM CITY COUNCILMEMBERS</u>

18. Discussion on Council Policy No. 26-95 Recognition Requests

Requested by Councilmember Francisco M. Talavera and continued from May 5, 2025. Recommendation: that the City Council 1.) Review the current Council Policy 26-95 and provide direction to staff on any updates to the Policy; and 2.) Return to a future council meeting with a resolution incorporating updates to the City Council Policy Manual - Policy 26-95 Recognition Requests; or 3.) Provide further direction to staff.

City Manager Dr. Moore presented the staff report.

Mayor Pullen-Miles opened public comments.

Rhonda Hofmann Gorman, Resident, commented that the use of the seal should be limited.

Mayor Pullen-Miles closed public comments.

Mayor Pullen-Miles commented that he would like to see a recognition requests policy created for the City Council to review.

Discussion ensued among City Councilmembers and staff about using the City logo instead of the City seal on certificates, providing certificates only to those who provided a service to the City, revising the recognition policy to allow the requesting Councilmember to sign the certificate individually, and request certificates for outside organizations.

Discussion ensued among City Councilmembers, City Attorney and staff about revising the policy to permit individual Councilmembers to use the City letterhead to send correspondence.

Mayor Pullen-Miles commented in favor of changing the policy to allow individual Councilmembers to use the City logo to send correspondence and to indicate that recognitions may be signed by the Mayor only or by all City Councilembers.

Councilmember Cuevas requested information on the difference between the City logo and the seal.

Mayor Pullen-Miles opened public comments.

Annette Owens, Resident, commented that many organizations have a logo and a seal that are used interchangeably.

Mayor Pullen-Miles closed public comments.

City Manager Dr. Moore commented that staff will research, work with the City Attorney and bring the item back.

Mayor Pullen-Miles opened public comments.

Rhonda Hofmann Gorman, Resident, commented that she is not opposed for the City Council to have the ability to request certificates of recognition with the City logo.

Mayor Pullen-Miles closed public comments.

City Attorney Murphy commented that an agenda item can be agendized to discuss adding a logo.

Councilmember Talavera stated he would provide his summary of a recognition request policy to the City Manager.

By consensus, the City Council directed staff to prepare a revised Recognition Requests Policy incorporating, for consideration, the following items: 1) Councilmember Talavera's draft Recognition Request Policy summary; 2) Request for recognition by an individual City Councilmember; 3) Consent for an individual City Councilmember to sign a recognition; 4) Expansion of the recognition categories; and to bring this matter back to a future City Council meeting.

19. <u>Report of Attendance at Meetings</u>

Councilmember Talavera attended the Centinela Valley Union High School District (CVUHSD) 6th Annual Safety Summit, Coffee With A Cop event, ROW Committee meeting, Employee Appreciation Lunch, thanked staff for recognizing employees, and for their work on planning the Youth Day Parade that got cancelled due to inclement weather.

Councilmember Suarez attended the Lawndale Memorial Day Remembrance event, Employee Appreciation Lunch, South Bay Cities Council of Governments (SBCCOG) meeting, requested a review of the City Attorney's contract, and thanked staff for their work.

Councilmember Cuevas attended the Lawndale Memorial Day Remembrance event, Upway Bicycle Block Party, suggested that an e-bike presentation be provided to City Councilmembers on how e-bikes work, commented that a resident asked if presentations can be shown during City Council meetings broadcast on YouTube for those watching remotely, and thanked staff for their work.

Mayor Pro Tem Kearney attended a Memorial Day Remembrance event in Utah.

Mayor Pullen-Miles attended the Lawndale Memorial Day Remembrance event, Employee Appreciation Lunch, and thanked staff for their work.

M. <u>CLOSED SESSION</u>

20. <u>Conference with Legal Counsel - Existing Litigation</u>

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 Attorney Murphy announced that agenda item No. M.20, Conference with Legal Counsel - Existing Litigation will not be discussed tonight.

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21. <u>Conference with Labor Negotiator</u>

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

City Attorney Murphy read the aforementioned Closed Session matter by title only.

The City Council convened into closed session at 9:08 p.m.

The City Council reconvened from closed session at 9:26 p.m.

City Attorney Murphy announced that there was no reportable action for Closed Session Item No. M.21. Conference with Labor Negotiator.

N. <u>ADJOURNMENT</u>

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 9:26 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk Approved: June 16, 2025



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

SUBJECT:	Notice of Completion - FY 2023/24 Citywide Sign Replacement Project
PREPARED BY:	Nabi Sidiqi, Assistant Engineer Lucho Rodriguez, Public Works Director
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

On November 20, 2023, the City Council awarded a Construction Contract to J&E Asphalt Maintenance in the amount of \$1,294,210.00 and authorized an additional \$517,684.00 for construction related contingencies; totaling an amount of \$1,811,894.00 for the FY 2023/24 Citywide Sign Replacement Project. All work was completed recently in early June 2025.

The scope of work included the replacement of 3759 damaged signs and 2000 old sign posts that have reached their useful life.

STAFF REVIEW

The FY 2023/24 Citywide Sign Replacement Project was completed in conformance with the project plans and specifications. The construction management and inspection services were performed by staff. Staff recommends that City Council accept the work performed by J&E Asphalt Maintenance, as complete and authorize staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

LEGAL REVIEW

The City Attorney has reviewed the staff report and approved it as to form.

FISCAL IMPACT

The project was included in the City's Fiscal Year 2024-25 Capital Improvement Program and was funded by Measure R, Proposition C, and Priority Legislative Budget Projects grant funds for the total amount of \$1,811,894.00. The project financials and accounting is summarized in the table below:

	Original Amount	Final
Construction Cost	\$1,294,210	\$1,294,210
Construction Contingency	\$517,684	\$0
Total Amount	\$1,811,894	\$1,294,210

The total project cost of Construction (\$1,294,210) and Contingency (\$0) is \$1,294,210.

The project budget and funding summary was comprised of the following:

Priority Legislative Budget Projects Funds	\$1,000,000
Proposition C Funds	\$248,342
Measure R Funds	\$563,552
Total Project Available Funding	\$1,811,894

RECOMMENDATION

Staff recommends that the City Council:

- Accept the project completion by J&E Asphalt Maintenance, for the FY 2023/24 Citywide Sign Replacement Project; and
 Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2023/24 Citywide Sign Replacement Project.



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

DATE:	June 16, 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:	Notice of Completion - Lawndale Security Improvement Project

BACKGROUND

On January 16, 2024, the City Council awarded Construction Services to Am-Tec Total Security Inc., in the amount of \$146,063.23 and authorized an additional \$29,212.65 for construction related contingencies; totaling an amount of \$175,275.88 for the Lawndale Security Improvement Project. All work was recently completed in May 2025.

The scope of work included the design of the security camera system for all City facilities, including the installation of the highest quality security cameras, associated equipment, software, implementation, configuration, testing and training.

STAFF REVIEW

The Lawndale Security Improvement Project was completed in conformance with the project plans and specifications. The construction management and inspection services were performed by staff. Staff recommends that City Council accept the work performed by Am-Tec Total Security Inc., as complete and authorize staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

LEGAL REVIEW

The City Attorney has reviewed the Staff Report and approved as to form.

FISCAL IMPACT

The project was included in the City's Fiscal Year 2024-25 Capital Improvement Program and was funded by American Rescue Plan Act (ARPA) fund for the total amount of \$175,275.88. The project financials and accounting are summarized in the table below:

	Original Amount	Final
Construction Cost	\$146,063.23	\$146,063.23
Construction Contingency	\$29,212.65	\$29,175.00
Total Amount	\$175,275.88	\$175,238.23

The total project cost of Construction (\$146,063.23) and Contingency (\$29,175.00) is \$175,238.23.

RECOMMENDATION

Staff recommends that the City Council:

- 1. Accept the project completion by Am-Tec Total Security Inc., for the Lawndale Security Improvement
- Project; and2. Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Lawndale Security Improvement Project.



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

DATE:	June 16, 2025
TO:	Honorable Chairman and Agency Members
FROM:	Dr. Sean M. Moore, Executive Director
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	Minutes of the Successor Agency Meeting, June 2, 2025

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

Successor Draft Minutes 6-02-25.pdf

ATTACHMENT A

DRAFT MINUTES SUCCESSOR AGENCY REGULAR MEETING June 2, 2025

A. CALL TO ORDER AND ROLL CALL

Chair Pullen-Miles called the meeting to order at 6:34 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California. *The Board met concurrently with the City Council; therefore, the minutes order and numbering reflect the concurrent meeting.*

- Members Present: Chair Robert Pullen-Miles, Vice Chair Pat Kearney, Member Bernadette Suarez, Member Sirley Cuevas, Member Francisco M. Talavera
- Other Participants: Executive Director Sean M. Moore, General Counsel Gregory M. Murphy, Secretary Erica Harbison, Assistant Secretary Yvette Palomo, Deputy Executive Director/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Captain Nicole Palomino, Los Angeles County Fire Assistant Fire Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Officer Hrant Manuelian, Assistant Executive Director Peter Kann, Public Works Director Luis (Lucho) Rodriguez, Community Services Director Jason Minter

B. <u>CEREMONIALS</u>

Member Suarez led the flag salute. Retired Pastor Dwight Dudley provided the inspiration.

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

No public comment provided specific to the Successor Agency.

G. <u>CONSENT CALENDAR</u>

SUCCESSOR AGENCY

13. <u>Minutes of the Successor Agency Meeting, May 19, 2025</u> Recommendation: that the Successor Agency approve the minutes.

A motion was made by Member Suarez and seconded by Vice Chair Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

H. <u>PUBLIC HEARING</u>

15. <u>Public Hearing for Budget Workshop Fiscal Year 2025-26 & Public Hearing for Staff</u> <u>Vacancies</u>

Recommendation: There is no formal recommendation with this item, however staff is looking for direction from Council regarding the budget.

Finance Officer Manuelian presented the staff report and a PowerPoint presentation.

In response to Member Cuevas's questions, Community Services Director Minter responded that the City budgeted for three festivals, and the Hispanic Heritage Festival is in addition to the events already in place.

In response to Member Cuevas's question, Executive Director Dr. Moore responded that the scope of work between the Los Angeles County Sheriff's Department (LASD) and Southwest Patrol is different, and that Southwest Patrol performs homeless outreach, patrols parks, City property and street vendor enforcement.

Discussion ensued among City Members and staff regarding the amount budgeted for the Hispanic Heritage Festival, fundraising and sponsorships for the festival, and the need for the Community Services Department to have additional staffing support to manage City events, programs and the rental of the Harold E. Hofmann Community Center to the public.

Member Cuevas commented that the Hispanic Heritage Festival should be lowered to \$13,001 to align with the two budgeted festivals.

Chair Pullen-Miles opened the public hearing at 7:34 p.m.

Juan Granados, Resident, commented in support of the Hispanic-American Contributions Festival and offered his assistance in planning the event.

Andrew Blackney, Resident, commented on the public safety budget related to LASD, and in support of budgeting for a Community Services Supervisor position.

Randall Abram, Resident, commented in support of increasing public safety officers, budgeting for additional Community Services staff, and commented on comments City Members have made regarding funding the Hispanic Heritage Festival.

Chair Pullen-Miles closed the public hearing at 7:39 p.m.

In response to Member Suarez's questions, Municipal Services Director Reyes responded that Southwest Patrol guards are armed and trained; however, they do not arrest housed persons, street vendors or engage with dangerous criminals.

Member Suarez commented that she does not support funding in the budget for Southwest Patrol until the service agreement is discussed, asked if LASD can hire additional deputies, and requested a Request for Proposal (RFP) be submitted to receive quotes from other security companies.

LASD Lieutenant Osburn responded that LASD is actively hiring deputies; however, there is a moratorium preventing expanding current contracts, and the City is receiving all contracted services.

Discussion ensued among City Members and staff regarding the increase in the Southwest Patrol contract, what funding is being used, issuing an RFP, and reviewing Southwest Patrol's duties.

Chair Pullen-Miles, Vice Chair Kearney and Member Cuevas concurred with lowering the budget to \$13,001 for Hispanic Heritage Festival and keeping the budget for security as is.

In response to Vice Chair Kearney's question, General Counsel Murphy responded that the ability for the City to submit an RFP for security services without breaching the current contract depends on the terms of the contract, which he will review and provide a response to City Council.

A motion was made by Vice Chair Kearney and seconded by Member Cuevas to accept the new budget as presented by staff, with a change to the budgeted amount for the Hispanic Heritage Festival from \$16,000 to \$13,001. The motion passed by a vote of 4-1, with Member Suarez voting no.

N. <u>ADJOURNMENT</u>

There being no further business to conduct, Chair Pullen-Miles adjourned the meeting at 9:26 p.m.

ATTEST:

Robert Pullen-Miles, Chair

Erica Harbison, Secretary Approved: June 2, 2025



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Chairman and Agency Members
FROM:	Dr. Sean M. Moore, Executive Director
PREPARED BY:	Vanesa Alvarez, Administrative Assistant Yvette Palomo, Assistant City Clerk
SUBJECT:	Routine Records Destruction

BACKGROUND

Pursuant to California Government Code section 34090, a City department head may, with the approval of the Agency Members and the written consent of the General Counsel, destroy city records which are no longer required. The City of Lawndale's Records Management Program (RMP), Council Policy No. 77-05, further delineates the process by which records may be destroyed. The Successor Agency has not developed its own records management program, however; in the absence of specific written policies of its own, the authority has traditionally adhered to the City's RMP policies.

STAFF REVIEW

The City Clerk's Department staff have identified certain records that are no longer needed operationally and are not of historical value. The records have been retained longer than required by the records retention schedules. Staff now deems the following records to be obsolete and requests the Agency Members authorization to destroy them with the adoption of Resolution No. LRAS-2506-001.

As required, the General Counsel has consented to the destruction in writing, as has the Executive Director.

LEGAL REVIEW

In addition to reviewing the records destruction authorization forms and consenting to the destruction of the listed records, the General Counsel has reviewed the Resolution and approved it as to form.

FISCAL IMPACT

There is no fiscal impact as the funds are budgeted in the City Clerk's Department.

RECOMMENDATION

Staff recommends that the Agency Members adopt Resolution No. LRAS-2506-001, approving the request from the City Clerk's Department, for authorization to destroy routine records as listed in the exhibit of the Resolution.

Attachments

ATTACHMENT A

Resolution No. LRAS-2506-001

RESOLUTION NO. LRAS-2506-001

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LAWNDALE REDEVELOPMENT AGENCY AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, it is in the best interests of the Successor Agency to the Lawndale Redevelopment Agency ("Agency") to retain essential, historical records and to destroy non-essential, non-historical records when the need for their existence has ended; and

WHEREAS, the City Council of the City of Lawndale ("City") established Council Policy No. 77-04 "Records Management Program" to provide rules and guidelines for the organization, maintenance, retention, preservation and disposition of the City's records in a uniform manner and in accordance with federal, state and local laws; and

WHEREAS, it is the intention of the Agency to manage its records in accordance with the policies of the City; and

WHEREAS, the Secretary's staff has determined that certain original records of the Agency are no longer required for administrative, operational, legal, fiscal or historical purposes; and

WHEREAS, the Executive Director and General Counsel consent to said destruction by executing the Authorization to Destroy Records Form, attached hereto as Exhibit "A"; and

WHEREAS, in accordance with Council Policy No. 77-04, as amended, the Agency has considered authorizing staff to destroy the subject records and wishes to appropriately document their destruction.

THE SUCCESSOR AGENCY TO THE LAWNDALE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Members of the Agency hereby approve the destruction of those records, documents, instruments, books, or papers designated in Exhibit "A" attached to this resolution.

SECTION 2. That this resolution does not authorize the destruction of:

- a. Records affecting the title to real property or a lien thereon;
- b. Court records or records relating to legal proceedings;
- c. Records required to be kept by statute; or
- d. The minutes or resolutions of the Agency.

SECTION 3. That the Secretary's staff is directed to supervise the destruction of those records designated in Exhibit "A", ensuring that confidential records are destroyed by shredding, and to certify the destruction of said records and maintain a permanent file of Authorizations to Destroy Records and Certificates of Records Destruction.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2025.

Robert Pullen-Miles, Chairman

ATTEST:

State of California)County of Los Angeles)SSCity of Lawndale)

I, Erica Harbison, Secretary of the Successor Agency to the Lawndale Redevelopment Agency, do hereby certify that the Successor Agency duly approved and adopted the foregoing Resolution No. LRAS-2506-001 at a regular meeting of said Agency held on the 16th day of June, 2025, by the following roll call vote:

Name	Voting		Prese	Absent	
Ivallie	Aye	No	Abstain	Not Participating	Ausent
Robert Pullen-Miles, Chairman					
Pat Kearney, Vice Chairman					
Sirley Cuevas					
Francisco M. Talavera					
Bernadette Suarez					

Erica Harbison, Secretary

APPROVED AS TO FORM:

Gregory M. Murphy, General Counsel

EXHIBIT A

Resolution No. LRAS-2506-001

Date:	06-16-2025
Paro.	00 10 2020

Department: City Clerk

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are <u>scheduled to be destroyed</u>, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit. *List records here, or attach a list*

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Agreements/Contracts (Hard copy and Electronic)	2003	2013	CCLRA-01	CC-003	10 YRS
	Agreements/Contracts (Hard copy and Electronic)	2009	2012	CCLRA-01	CW-002	10 YRS
	Agreements/Contracts (Hard copy and Electronic)	2008	2015	CCLRA-01	CW-021	5 YRS

Check one option for destruction:

Shredding is Required (Records contain private information) OR

Recycle (Records DO NOT contain private information)

Employee Preparing Records: Vanesa Alvarez

Date: 6/03/25

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

ent Head Manager City Attorney

6/5/25

Date

Return this form to the City Clerk Department following approval (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk

Date

						RETENTION	
FILE NO	DEPT	CONTRACTOR	DESCRIPTION	START	END	PERIOD	RETENTION #
			Rental Agreement - SW Corner of Hawthorne Blvd.				
LRA.033	AS	PAUL MAURER SHOWS	& Manhattan Beach Blvd.	6/20/2003	6/22/2003	10	CC-003
			Rental Agreement 15801-11 Hawthorne Blvd				
LRA.032	CD	BLOCKBUSTER FIREWORKS OF CA, LLC, INC.	Fireworks stand Lawndale Youth Football	6/25/2003	7/5/2003	10	CC-003
		AMERICAN PROMOTION EVENTS, INC. (TNT	Rental Agreement 15736 Hawthorne Blvd			10	
LRA.031	CD	FIREWORKS)	Fireworks stand Lawndale Weslyan Church	6/25/2003	7/7/2003	10	CC-003
			Rental Agreement - SW Corner of Hawthorne Blvd.	4 /00 /000 4	0/0/0004	10	00.000
LRA.035	CD	LAWNDALE CHAMBER OF COMMERCE	& Manhattan Beach Blvd. for a carnival	1/26/2004	2/2/2004	10	CC-003
		AMERICAN PROMOTION EVENTS, INC. (TNT	Rental Agreement 15736 Hawthorne Blvd	0/00/0004	7/5/0004	10	CC-003
LRA.036	CD	FIREWORKS)	Fireworks stands	6/23/2004	7/5/2004	10	00-003
			Rental agreement 15801-11 Hawthorne Blvd	6/23/2004	7/5/2004	10	CC-003
LRA.038	CD	BLOCKBUSTER FIREWORKS OF CA, LLC, INC.	Fireworks stand Lawndale Rotary Club License/rental agreement - Thanksgiving holiday	6/23/2004	115/2004	10	003
			special event, used car lot, Christmas tree sales	11/26/2004	12/28/2004	10	CC-003
LRA.042	CD	LAWNDALE CHAMBER OF COMMERCE	License/rental agreement - used car lot, 15718	11/20/2004	12/20/2004	10	00-003
	0.5		Hawthorne Blvd., NE corner of Manhattan Beach	1/12/2005	1/17/2005	10	CC-003
LRA.043	CD	LAWNDALE CHAMBER OF COMMERCE	License/rental agreement - special event - carnival,	1712/2003	1/1//2000	10	00-000
	CD	LAWNDALE CHAMBER OF COMMERCE	15801 Hawthorne Blvd.	5/23/2005	5/30/2005	10	CC-003
LRA.045		AMERICAN PROMOTIONAL EVENTS, INC. aka	Fireworks stand - 15718 Hawthorne Blvd. (Little	0,20,2000 0,00,2000			00000
LRA.046	CD	TNT FIREWORKS	League)	6/18/2005	7/8/2005	10	CC-003
LKA.040			Consulting services - development scenarios for				
			property located at Manhattan Beach Blvd. &			a A A A Married	
LRA.037	CD	WALD REALTY ADVISORS, INC.	Hawthorne Blvd.	4/12/2004	7/31/2004	10	CC-003
2104.007			2005-09 Redevelopment Project Area Five-Year				
LRA.040	CD	MDG ASSOCIATES, INC.	Implementation Plan preparation	10/5/2004	12/1/2005	10	CC-003
			Lease of agency property for a special event -				
LRA.049	CD	LAWNDALE CHAMBER OF COMMERCE	carnival (15801 Hawthorne Blvd.)	2/6/2008	2/20/2006	10	CC-003
			Lease of agency property at 15801 Hawthorne Blvd				
LRA.051	CD	HCS-CUTLER	for a special event, customer appreciation day	6/28/2006	6/29/2006	10	CC-003
			Lease of property at 15801 Hawthorne Blvd. for				
LRA.054	CD	LAWNDALE CHAMBER OF COMMERCE	Christmas tree sales	11/22/2006	12/28/2006	10	CC-003
			Interim Community Development Director services				
LRA.044	AS	MDG ASSOCIATES, INC.	(David Meyer)	6/20/2005	12/31/2006	10	CC-003
			License agreement for special event carnival on				
			Agency owned property, SW corner of Hawthorne				
LRA.055	CD	LAWNDALE CHAMBER OF COMMERCE	and Manhattan Beach Blvds.	2/5/2007	2/12/2007	10	CC-003
			Chamber of Commerce lease agreement- July 6-8,				00.000
LRA.058	CD	CHRISTIANSEN AMUSEMENTS	2007 carnival	7/5/2007	7/11/2007	10	CC-003
			Lease of property at 15801 Hawthorne Blvd for	44400000	44400000		00.000
LRA.059	CD	LAWNDALE CHAMBER OF COMMERCE	carnival Division Contraction Contraction	11/12/2007	11/19/2007	10	CC-003
			Lease of property at 15801 Hawthorne Blvd for	44/00/0007	40/00/0007	10	00.002
LRA.060	CD	LAWNDALE CHAMBER OF COMMERCE	Christmas tree lot	11/23/2007	12/30/2007	10	CC-003

						RETENTION	
FILE NO	DEPT	CONTRACTOR	DESCRIPTION	START	END	PERIOD	RETENTION #
			Lease of property located at 15808 Grevillea				
LRA.039	CD	ANTHONY'S READY MIX	Avenue. Superceded by DDA executed 10/23/08.	9/21/2004	10/23/2008	10	CC-003
LIV.000			Carnival - 15801 Hawthorne Blvd. (S/W corner of	0,2,7,200,1	10/20/2000		
LRA.062	CD	LAWNDALE CHAMBER OF COMMERCE	Hawthorne Blvd. and Manhattan Beach Blvd.)	11/10/2008	11/17/2008	10	CC-003
			Lease of agency owned property for Lawndale Little			······	
LRA.066	CD	CHRISTIANSEN AMUSEMENTS	League carnival - 15801 Hawthorne Blvd.	4/6/2009	5/13/2009	10	CC-003
			Community center financing disclosure counsel,		· ····································		
			consultant (tax allocation bonds, tax incremen.)				
			Term ends upon successful delivery of 2009 tax				
			allocation bonds. Letter agreement commits to				
			maintaining professional liability insurance				
LRA. 070	CD	FULBRIGHT & JAWORSKI	certificate only	8/3/2009	4/8/2010	10	CC-003
			Community center financing underwriter, consultant				
LRA.069	CD	CHILTON & ASSOCIATES, INC.	(tax allocation bonds, tax increment)	8/3/2009	11/30/2011	10	CC-003
			Review required by AB 1484 for the dissolution of				
LRAS.001	FIN	MARCUM LLP (formerly Caporicci & Larson)	the Redevelopment Agency	8/6/2012	6/30/2013	10	CC-003
			Housing and commercial rehabilitation program				
LRA.067	CD	MDG ASSOCIATES, INC.	administration	5/18/2009	6/30/2012	10	CW-002
			Real estate appraisal services (4432 Manhattan				
LRA.064	CD	NAGASAKI AND ASSOCIATES	Beach Blvd.)	10/28/2008		5 YRS	CW-021
LRA.065	CD	NAGASAKI AND ASSOCIATES	Real estate appraisal services, various properties	2/5/2009	12/31/2010	5 YRS	CW-021
			Real estate appraisal services - property at the				
			southwest corner of Manhattan Beach Blvd. and				
			Hawthorne Blvd.				
	~~		Copy of appraisal filed with other records pertaining		40/04/0045		014/004
LRAS.009		KILEY, ELIZABETH M., INC.	to development of the property.	9/3/2015	12/31/2015	5 YRS	CW-021



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Chairperson and members of the Commission
FROM:	Dr. Sean M. Moore, Executive Director
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	Minutes of the Housing Authority Meeting, June 2, 2025

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

LHA Draft Minutes 6-02-25.pdf

ATTACHMENT A

MINUTES LAWNDALE HOUSING AUTHORITY REGULAR MEETING June 2, 2025

A. <u>CALL TO ORDER AND ROLL CALL</u>

Chair Pullen-Miles called the meeting to order at 6:34 p.m. City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California. *The Board met concurrently with the City Council; therefore, the minutes order and numbering reflect the concurrent meeting.*

- Commissioners Present: Chair Robert Pullen-Miles, Vice Chair Pat Kearney, Commissioner Bernadette Suarez, Commissioner Sirley Cuevas, Commissioner Francisco M. Talavera
- Other Participants: Executive Director Dr. Sean M. Moore, General Counsel Gregory M. Murphy, Secretary Erica Harbison, Assistant Secretary Yvette Palomo, Deputy Executive Director/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Captain Nicole Palomino, Los Angeles County Fire Assistant Fire Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Officer Hrant Manuelian, Director of Housing Peter Kann, Public Works Director Luis (Lucho) Rodriguez, Community Services Director Jason Minter

B. <u>CEREMONIALS</u>

Commissioner Suarez led the flag salute. Retired Pastor Dwight Dudley provided the inspiration.

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

No public comment provided specific to the Lawndale Housing Authority.

H. <u>CONSENT CALENDAR</u>

LAWNDALE HOUSING AUTHORITY

14. <u>Minutes of the Housing Authority Meeting, May 19, 2025</u> Recommendation: that the Lawndale Housing Authority approve the minutes.

A motion was made by Commissioner Suarez and seconded by Vice Chair Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

I. <u>PUBLIC HEARING</u>

15. <u>Public Hearing for Budget Workshop Fiscal Year 2025-26 & Public Hearing for Staff</u> <u>Vacancies</u>

Recommendation: There is no formal recommendation with this item, however staff is looking for direction from Council regarding the budget.

Finance Officer Manuelian presented the staff report and a PowerPoint presentation.

In response to Commissioner Cuevas's questions, Community Services Director Minter responded that the City budgeted for three festivals, and the Hispanic Heritage Festival is in addition to the events already in place.

In response to Commissioner Cuevas's question, Executive Director Dr. Moore responded that the scope of work between the Los Angeles County Sheriff's Department (LASD) and Southwest Patrol is different, and that Southwest Patrol performs homeless outreach, patrols parks, City property and street vendor enforcement.

Discussion ensued among City Commissioners and staff regarding the amount budgeted for the Hispanic Heritage Festival, fundraising and sponsorships for the festival, and the need for the Community Services Department to have additional staffing support to manage City events, programs and the rental of the Harold E. Hofmann Community Center to the public.

Commissioner Cuevas commented that the Hispanic Heritage Festival should be lowered to \$13,001 to align with the two budgeted festivals.

Chair Pullen-Miles opened the public hearing at 7:34 p.m.

Juan Granados, Resident, commented in support of the Hispanic-American Contributions Festival and offered his assistance in planning the event.

Andrew Blackney, Resident, commented on the public safety budget related to LASD, and in support of budgeting for a Community Services Supervisor position.

Randall Abram, Resident, commented in support of increasing public safety officers, budgeting for additional Community Services staff, and commented on comments City Commissioners have made regarding funding the Hispanic Heritage Festival.

Chair Pullen-Miles closed the public hearing at 7:39 p.m.

In response to Commissioner Suarez's questions, Municipal Services Director Reyes responded that Southwest Patrol guards are armed and trained; however, they do not arrest housed persons, street vendors or engage with dangerous criminals.

Commissioner Suarez commented that she does not support funding in the budget for Southwest Patrol until the service agreement is discussed, asked if LASD can hire additional deputies, and requested a Request for Proposal (RFP) be submitted to receive quotes from other security companies.

LASD Lieutenant Osburn responded that LASD is actively hiring deputies; however, there is a moratorium preventing expanding current contracts, and the City is receiving all contracted services.

Discussion ensued among City Commissioners and staff regarding the increase in the Southwest Patrol contract, what funding is being used, issuing an RFP, and reviewing Southwest Patrol's duties.

Chair Pullen-Miles, Vice Chair Kearney and Commissioner Cuevas concurred with lowering the budget to \$13,001 for Hispanic Heritage Festival and keeping the budget for security as is.

In response to Vice Chair Kearney's question, General Counsel Murphy responded that the ability for the City to submit an RFP for security services without breaching the current contract depends on the terms of the contract, which he will review and provide a response to City Council.

A motion was made by Vice Chair Kearney and seconded by Commissioner Cuevas to accept the new budget as presented by staff, with a change to the budgeted amount for the Hispanic Heritage Festival from \$16,000 to \$13,001. The motion passed by a vote of 4-1, with Commissioner Suarez voting no.

N. <u>ADJOURNMENT</u>

There being no further business to conduct, Chair Pullen-Miles adjourned the meeting at 9:26 p.m.

ATTEST:

Robert Pullen-Miles, Chair

Erica Harbison, Secretary Approved: June 2, 2025



CITY OF LAWNDALE

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

SUBJECT:	Annual Budget Fiscal Year 2025-26
PREPARED BY:	Hrant Manuelian, Finance Director/City Treasurer
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025
-	

BACKGROUND

The Budget Subcommittee, which includes Mayor Pro Tem Pat Kearney and City Councilmember Bernadette Suarez, met with staff on April 23, 2025. A budget workshop was also held with the City Council on June 2, 2025, during the City Council meeting. The subcommittee and City Council provided guidance and made recommendations to staff for budget preparation. These recommendations were considered and incorporated into the proposed budget.

The economy is currently experiencing inflation, however at a lower rate than last year. The Federal Reserve has cut interest rates three times as a result of the lower inflation rates. Staff took these current issues into account when preparing the budget for FY 25-26. The proposed budget includes actuals to date through March 31 for the current fiscal year along with the proposed budget for FY 25-26.

The major topics of discussion were city-wide safety and security, expanding parks and recreation services, and city events.

Below is a summary of the revenues and expenditures being proposed for the City's Fiscal Year 2025-2026 budget.

Revenues

For the fiscal year 2025-26, we have budgeted the Total General Fund revenues to be \$21,101,014. This is a slight increase of \$74,261 compared to the budget for FY 24-25. The primary drivers of this change are anticipated increases in property tax revenues. It's worth noting that there were no changes in the budgeted revenues from the budget workshop conducted on June 2, 2025. For a more detailed breakdown, please refer to the provided budget folder.

Expenditures

The Total General Fund expenditures for FY 2025-26 are projected to be \$21,403,605 an increase of \$791,033 compared to the amended budget from FY 24-25. See below for significant changes.

The following is a summary of the General Fund expenditures by department. There were no major changes to the budget since the budget workshop. See the budget folder provided for details and line-item explanations.

General Fund Expenditures						
		Amended Budget	Proposed Budget			
Dept #	Department	2024-25	2025-26	Change		
110	City Council	258,552	285,463	26,911		
120	City Attorney	660,000	660,000	-		
130	City Clerk	405,607	350,050	(55,557		
140	City Manager	597,307	603,501	6,194		
150	Admin Services	301,928	301,840	(88)		
160	General Ops	2,054,887	2,309,353	254,466		
170	Cable TV	259,040	296,571	37,531		
180	Information Systems	232,650	237,700	5,050		
190	Finance	892,893	798,211	(94,682		
210	Public Safety	7,440,014	7,812,989	372,975		
300	Municipal Services	1,578,366	1,950,589	372,223		
310	Public Works Admin	1,149,751	1,204,266	54,515		
320	Public Works Grounds	1,809,205	1,619,917	(189,288		
330	Public Works Street	416,519	285,904	(130,615		
340	Public Works Engineering	105,390	105,771	381		
410	Community Development	1,192,231	1,106,597	(85,634		
510	Community Svc Admin	1,106,286	1,307,133	200,847		
550	Community Svc Events	151,946	167,750	15,804		
		20,612,572	21,403,605	791,033		

Significant changes noted:

- 1. In general costs have increased due to increased salary and benefit costs.
- 2. The decrease in the City Clerk's department is due to not having an election this year and therefore no charges from the County to administer the election.
- 3. General Operations costs are increasing by over \$254,000 mainly due to an increase in liability insurance of \$108,000 and an increase in PERS retirement costs of \$135,000.
- 4. The decrease in Finance is mainly due to being fully staffed and therefore contract services are not needed for the Accounting Manager position as was the case in FY 24/25.
- 5. Public safety costs have increased due to increased rates from the County of LA for Sheriff services. The contract rate for a Deputy Sheriff has increased roughly 4.37% and the liability surcharge has increased from 12.5% to 13%.
- 6. The budget for Municipal Services is increasing mainly due to extending the contract with SouthWest Patrol. The City is budgeting to have security patrol 7 days a week, 16 hours per day. In addition, SPCA has notified us that their contract amount will increase to \$14,100 per month an increase of \$700 per month, a 5.2% increase. Municipal Services is also bringing back the part-time Office Assistant position. This is a part-time position that was laid off during Covid and is bring brought back and will cost approximately \$25,000.
- 7. Public Works Admin is increasing because there is a need to hire an outside engineering consultant to help with projects. Public Works has over 30 projects currently on the CIP list. Also, we are requesting to change the part-time Office Assistant position in Public Works to a full-time Office Assistant. Currently there is no full-time Office Assistant position therefore, if approved HR would need to bring this back for Council approval. This new position will be partly funded by the General Fund an also by AB 939 which are the trash hauler franchise fees
- 8. Public Works Grounds and Streets decrease is due to moving parts of the landscaping costs to Gas Tax. This decrease has been partially offset by rising water costs due to a meter that was underreporting water usage and was replaced by Golden State Water.
- 9. Community Development decrease is mainly in Contract Services which was for the General Plan that is now complete.
- 10. Community Services increase is due to additional programs/events being introduced for FY 25/26. In the May 19th Council meeting the proposal to have a mobile recreation program was approved. This program will add an addition \$65,000 in expenditures, which includes staff, supplies, vehicle repairs and fuel. Council has also approved for a Hispanic Heritage Festival for FY 25/26 at the same cost as the Music and Blues Festivals (\$13,100). Due to increased programs and activity at the Community

Center, with rooms being rented out on Saturdays, there is a need for a Community Center Supervisor to these activities and provide additional support to staff.

In addition to the changes noted above the following are major items that could significantly increase or decrease General Fund expenditures and revenues.

- Possibility of litigation against Metro for the Greenline extension,
- The upcoming negotiations with the union regarding the MOU.
- Current high-interest rate economy, with total investments projected to yield over \$1.6 million, any rate cuts by the Federal Reserve would impact these revenues.
- The current state of the economy is stable growth is not expected this year and a slight decrease of 1.9% or \$131,000 has been budgeted for Sales Tax Revenues. Any changes to the economy could have an impact both positive or negative. However, currently this is not expected.

Fund Balances

Below is the summary of estimated fund balances for the General Fund.

FY 24-25	FY 25-26
Amended	Proposed
Budget	Budget
35,358,181	35,775,362
21,029,753	21,101,014
20,612,572	21,403,605
35,775,362	35,472,771
	Amended Budget 35,358,181 21,029,753 20,612,572

The City has a healthy fund balance. The Government Finance Officers Association (GFOA) best practices recommend that City governments maintain a reserve balance of two months expenditures. The City has a General Fund balance of over 1 and a half years of General Fund expenditures.

STAFF REVIEW

During this budget session, staff presented the proposed budget to allow the City Council to discuss goals and priorities, the continuation of operational and capital expenditures, and what resources can be appropriately allocated. In addition, staff summarized cost cutting measures discussed and recommended by the budget subcommittee and City Council to balance the Fiscal Year 2025-26 budget. These items have been incorporated into the proposed budget submitted for City Council approval.

LEGAL REVIEW

The City Attorney office has reviewed this staff report and approved it as to form.

FISCAL IMPACT

City Council is asked to adopt Resolution# CC-2506-030 for the Fiscal Year 2025-2026 budget. The budget has total revenues including transfers in of \$43,322,674 and total expenditures including transfers out of \$56,964,244. Total General Fund Revenues of \$21,101,014 and General Fund Operating expenditures of \$20,436,605 for a surplus of \$664,409.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2506-030, adopting the fiscal year 2025-2026 operating and capital improvement budget, which includes the City of Lawndale, Lawndale Housing Authority, and Successor Agency to the Lawndale Redevelopment Agency.

Attachments

FY 25-26 Budget Attachment.pdf

ATTACHMENT A

RESOLUTION NO. CC-2506-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2025-2026

WHEREAS, the City Manager has submitted to the City Council a comprehensive Preliminary Proposed Budget for Fiscal Year 2025-26 that includes the City of Lawndale, Lawndale Housing Authority, Redevelopment Agency and Lawndale Cable Usage Corporation; and

WHEREAS, the City Manager and City Council established budgetary goals and objectives during the budget study session on April 23, 2025, and, based on input from the City Council at this work session, the City Manager has submitted to the City Council a comprehensive updated Recommended Budget for Fiscal Year 2025-26; and

WHEREAS, the City Council has considered the Recommended Budget and concurs with the proposed revenue and expenditure plan as outlined by the City Manager.

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

SECTION 1. That the City Manager's proposed annual budget for Fiscal Year 2025-26 is hereby adopted and approved as listed in "Exhibit A"

SECTION 2. That expenditures of public funds in the amount of \$56,964,244, are authorized in accordance with the programs and services outlined in said budget.

PASSED, APPROVED AND ADOPTED this 16th day of June, 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-2506-030 at a regular meeting of said Council held on the 16th day of June 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

Exhibit A

City of Lawndale Citywide Fund Balance Projections For the Fiscal Year Ending on June 30, 2026

		Estimated						
		Beginning Fund		Adopted Transfers	Adopted	Adopted Transfers		Projected Ending
		Balance	Adopted Revenues	In	Expenditures	Out	Adopted Increase	Fund Balance
Fund #	Fund Title	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	FY 2025-26	(Use) of Funds	FY 2025-26
100	General Fund	29,838,909	20,254,514		19,151,811		1,102,703	30,941,612
201	Gas Tax Fund	239,889	922,548		1,651,291		(728,743)	(488,854
202	Air Quality Management District	296,161	48,000		-		48,000	344,161
203	TDA Bikeways Fund	30,076	24,655				24,655	54,731
206	Prop A - Local Transit Program	3,095,346	878,143		1,125,825		(247,682)	2,847,664
207	Prop C - Local Transit Program	304,541	701,038		2,978,525		(2,277,487)	(1,972,946
210	Narcotics Forfeiture Fund	60,835	1,000				1,000	61,835
211	State Cops Grant	192,533	188,000		163,043		24,957	217,490
213	CA Law Enforcement Equipment	(9,032)	-		5,000		(5,000)	(14,032
214	Community Development Block Grant	97,328	251,916		379,612		(127,696)	(30,368
215	Restricted Urban Development	2.015.809	58.000		-	172.945	(114.945)	1,900,864
216	Used Oil Recycling Fund	2,539	-		-	/	-	2,539
217	Lawndale Cable Usage Corp.	181,527	36,000		237,331		(201,331)	(19,804
227	Dept of Conservation Grant	16,734	8,035		16,115		(8,080)	8,654
234	Justice Assisted Grant	-	-		10,000		(10,000)	5,00 .
236	Park Development Fund	10.942	-		20,000		(10,000)	10.942
230	Prop C 25 Grant	210,755	-		-		-	210,755
240	Measure R	(365,120)	543,529		2,309,712		(1.766.183)	(2,131,303
253	Federal Grants-HUD	(303,120) -	4,000,000		4.000.000		(1,700,183) -	(2,131,303
255	Prop A - LA County Parks Maint. Grant	3,998	4,000,000		4,000,000			- 3,998
257	STP-L Metro Exchange	6,024	-				-	6,024
271	Measure M		-		2 717 000		- (2,000,207)	
		146,551	628,733		3,717,000		(3,088,267)	(2,941,716
274	SB1 Gas Tax Street Rehab	310,877	896,656		1,703,923		(807,267)	(496,390
275	Measure R Grant	38,340			242.020		-	38,340
276	Groundwater Sustainanbility AB939	606,450	193,000		243,928		(50,928)	555,522
277	Community Services FD Recreation	(1,731,494)			1,044,237		(947,737)	(2,679,231
278	Community Services - Sr Activities	(229,225)	-		100,960		(100,960)	(330,185
279	Community Development	1,695,838	750,000		1,106,597		(356,597)	1,339,241
280	Disability Access BL-AB1186	97,239	10,000				10,000	107,239
281	Measure A Parks Project	-	1,425,622		1,425,622		-	-
282	Measure W - Safe Clean Water	613,292	249,000		619,406		(370,406)	242,886
283	Solid Waste Diversion	160,766	-				-	160,766
285	American Rescue Plan	950,536	138,000		4,000,000		(3,862,000)	(2,911,464
286	SB 1383 Local Assistance				106,472		(106,472)	(106,472
288	LPBP Grant	-	49,000		-		49,000	49,000
289	California Natural Resources CNRA	-	4,000,000		4,000,000		-	-
290	SB2 Grant	155,693	4,000				4,000	159,693
291	Local Early Action Planning (LEAP) Grant	232,771	116,500				116,500	349,271
300	Lawndale Housing Authority	2,265,281	53,000	172,945	162,473		63,472	2,328,753
204		116,715		200,000	108,076		91,924	208,639
304	City Admin - Successor Agency	110,710				1		
304 305	City Admin - Successor Agency Successor Agency - Debt Services	-		3,112,170	3,112,170		-	-
			3,312,170	3,112,170	3,112,170	3,312,170		
305	Successor Agency - Debt Services		3,312,170 	3,112,170	3,112,170	3,312,170	- - -	- - -
305 306	Successor Agency - Debt Services Successor Agency - Disbursement FD		3,312,170 - 39,837,559	3,112,170 - 3,485,115	3,112,170 53,479,129	3,312,170 3,485,115	- - - (13,641,570)	

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAF
	BERDESCRIPTIONGENERAL FUND.Taxes0.110Property Tax (AB 1197)0.140Property Transfer Tax0.200Sales Tax0.201Prepaid MTS0.201Prepaid MTS0.201Measure L Transaction Tax0.300Franchise Fees0.500Transient Occupancy Tax0.600Utility Users Tax0.700Motor Vehicle In-LieuTotal TaxesLicenses & Permits0.100Business Licenses0.101Yard Sale Permits0.102Trailer Permits0.103Tobacco License0.110Dog Licenses0.120Alarm Permits0.131Construction/Demo- Application FeeTotal Licenses & Permits0.200Court Fines0.200Court Fines0.300Parking Citations0.400Parking Bail - DMV0.600False Alarm FeesTotal Court & Traffic FinesUse of Money & Property					
	Taxes					
100-400.110		1,822,722	1,863,724	1,863,724	2,046,773	183,049
100-400.140		63,273	50,000	50,000	50,000	-
100-400.200		3,847,039	3,775,011	3,991,172	3,904,751	(86,42
100-400.201	Prepaid MTS	1,453	500	500	500	-
100-400.210	Measure L Transaction Tax	3,318,092	2,831,258	2,973,816	2,928,563	(45,25
100-400.300	Franchise Fees	765,096	750,000	750,000	750,000	-
100-400.500	Transient Occupancy Tax	779,786	774,750	774,750	803,000	28,25
100-400.600		2,121,004	2,116,500	2,116,500	2,171,500	55,00
100-400.700	Motor Vehicle In-Lieu	4,616,478	4,847,303	4,847,303	5,090,417	243,11
		17,334,941	17,009,046	17,367,765	17,745,504	377,73
	Licenses & Permits					
100-410.100		484,509	500,000	500,000	500,000	-
100-410.100		1,156	1,000	1,000	1,000	-
100-410.101		120	1,000	1,000	1,000	_
100-410.102		4,805	5,000	5,000	5,000	-
100-410.100		19,784	20,000	20,000	20,000	-
100-410.120	0	19,468	20,000	20,000	20,000	-
100-410.900		30,017	25,000	25,000	25,000	_
100-423.115		35,595	15,000	15,000	15,000	_
		595,455	586,000	586,000	586,000	-
	Court & Traffic Fines					
100-430.200		20,324	25,000	25,000	25,000	_
100-430.200		544,478	450,000	450,000	500,000	- 50,00
100-430.300	-	228,090	190,000	430,000	190,000	50,00
100-430.400	5	9,848	5,000	5,000	5,000	-
100-430.000		802,740	670,000	670,000	720,000	50,00
		10.101	10.000	40.000	40.000	
100-425.100	Rental Income	19,494	19,668	19,668	19,668	-
100-435.100	Interest on Investments	1,000,873	1,255,000	1,255,000	880,022	(374,97
100-435.200	Interest SA Advance	-	-	-	-	-
	Total Use of Money & Property	1,020,367	1,274,668	1,274,668	899,690	(374,97
	Charges for Service					
100-410.130	Encroachment Permits	92,513	150,000	150,000	150,000	-
100-410.150	Industrial Waste Permits	57,132	40,000	40,000	40,000	-
100-423.100	Engineering Fees	-	-	-	-	-
100-423.110	PW Plan Check Fees	-	-	-	-	-
100-423.112	Small Cell Wireless Facility Fee	-	3,320	3,320	3,320	-
100-425.500	Vehicle Impound Fees	14,720	20,000	25,000	25,000	-
	Total Charges for Services	164,365	213,320	218,320	218,320	-

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAI
	Other Revenue					
100-430.100	Property Damage Reimbursement	23,987	-	-	-	-
100-430.500	Case Fines/Payments	125,016	50,000	40,000	50,000	10,00
100-440.100	Donations/Contributions	3,824	5,000	-	-	-
100-450.100	Miscellaneous Revenue	5,017	8,100	10,000	10,000	-
100-450.101	Miscellaneous - Other	0	-	-	-	-
100-465.451	Grants	72,000	-	-	-	-
100-465.500	Reimb. of State Mandates	0	-	-	-	-
100-450.110	Insurance Rebate	-	-	25,000	25,000	-
100-435.300/	Sale of City Property/ Capital Gain					
490.101		11,510	-	-	-	-
	Total Other Revenue	241,355	63,100	75,000	85,000	10,00
100-480.100	Operating Transfer In	-	-	3,000	-	(3,0
		00 450 000	40.946.494	20,194,753	20,254,514	59,7
	GENERAL FUND TOTAL	20,159,222	19,816,134	20,194,793	20,234,314	
201-435.100 201-465.109	GENERAL FUND TOTAL GAS TAX FUND Interest on Investments Gas Tax 2103	14,762 289,164	19,818,134 11,000 301,912	11,000 282,277	14,000 297,604	3,00
201-465.109 201-465.110	<u>GAS TAX FUND</u> Interest on Investments Gas Tax 2103 Gas Tax 2105	14,762 289,164 192,840	11,000 301,912 203,955	11,000	14,000	3,0 15,3 8,0
201-465.109 201-465.110	<u>GAS TAX FUND</u> Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106	14,762 289,164 192,840 114,408	11,000 301,912	11,000 282,277	14,000 297,604	3,0 15,3 8,0
201-465.109 201-465.110 201-465.120	<u>GAS TAX FUND</u> Interest on Investments Gas Tax 2103 Gas Tax 2105	14,762 289,164 192,840	11,000 301,912 203,955	11,000 282,277 197,348	14,000 297,604 205,400	3,0 15,3 8,0 3,6
201-465.109 201-465.110 201-465.120 201-465.130	<u>GAS TAX FUND</u> Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106	14,762 289,164 192,840 114,408	11,000 301,912 203,955 118,675	11,000 282,277 197,348 115,877	14,000 297,604 205,400 119,496	3,0 15,3 8,0 3,6
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107	14,762 289,164 192,840 114,408 261,026	11,000 301,912 203,955 118,675 276,403	11,000 282,277 197,348 115,877 269,702	14,000 297,604 205,400 119,496 280,048	3,0 15,3 8,0 3,6 10,3
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5	14,762 289,164 192,840 114,408 261,026	11,000 301,912 203,955 118,675 276,403 6,000	11,000 282,277 197,348 115,877 269,702 6,000	14,000 297,604 205,400 119,496 280,048 6,000	3,0 15,3 8,0 3,6 10,3 - -
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL	14,762 289,164 192,840 114,408 261,026 6,000	11,000 301,912 203,955 118,675 276,403 6,000 -	11,000 282,277 197,348 115,877 269,702 6,000 -	14,000 297,604 205,400 119,496 280,048 6,000	3,0 15,3 8,0 3,6 10,3 - -
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548	3,0 15,3 8,0 3,6 10,3 - -
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160 202-435.100	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL AQMD FUND AQMD - Interest on Investments	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200 7,681	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548	3,0 15,3 8,0 3,6 10,3 - - 40,3
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160 202-435.100	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548	3,0 15,3 8,0 3,6 10,3 - - 40,3
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160 202-435.100	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL AQMD FUND AQMD - Interest on Investments	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200 7,681	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548	3,0 15,3 8,0 3,6 10,3 - - - 40,3 (5,0
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL AQMD FUND AQMD FUND AQMD - Interest on Investments AQMD Allocation AQMD TOTAL	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200 7,681 41,540	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945 11,000 40,524	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204 11,000 42,000	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548 6,000 42,000	3,0 15,3 8,0 3,6 10,3 - - 40,3 (5,0 -
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160 202-435.100 202-435.100	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200 7,681 41,540	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945 11,000 40,524 51,524	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204 11,000 42,000 53,000	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548 6,000 42,000 48,000	3,00 15,3; 8,09 3,66 10,34 - - 40,34 (5,00 - (5,0 0
201-465.109 201-465.110 201-465.120 201-465.130 201-465.140 201-465.160 202-435.100	GAS TAX FUND Interest on Investments Gas Tax 2103 Gas Tax 2105 Gas Tax 2106 Gas Tax 2107 Gas Tax 2107.5 Loan Repayment GAS TAX TOTAL AQMD FUND AQMD FUND AQMD - Interest on Investments AQMD Allocation AQMD TOTAL	14,762 289,164 192,840 114,408 261,026 6,000 - 878,200 7,681 41,540	11,000 301,912 203,955 118,675 276,403 6,000 - 917,945 11,000 40,524	11,000 282,277 197,348 115,877 269,702 6,000 - - 882,204 11,000 42,000	14,000 297,604 205,400 119,496 280,048 6,000 - 922,548 6,000 42,000	3,00 15,3: 8,01 3,6 10,34 - - 40,3 4 (5,00

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEA
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR TEA
	PROP A FUNDS					
	Local Transit-Trolley Fares	3,433.44	-	-	-	-
	Metro TAP Collections	242.97	-	-	-	
	Interest on Investments	114,706	124,000	124,000	80,000	(44,0
206-450.100	Misc Revenue	-	-	-	-	-
206-465.440	Proposition A Rapid Transit	829,989	868,607	868,607	798,143	(70,4
I	PROP A TOTAL	948,372	992,607	992,607	878,143	(114,4
	PROP C FUNDS					
	Interest on Investments	53,751	50,000	50,000	39,000	(11,0
	Proposition C Allocation	688,457	720,486	720,486	662,038	(11,0
	Other Governmental Agencies		720,400	720,480		(50,4
-	PROP C TOTAL	742,208	770,486	770,486	701,038	(69,4
•	ASSET FORFEITURE FUND					
	Interest on Investments	1,932	2,000	2,000	1,000	(1,0
	ASSET FORFEITURE TOTAL	1,932	2,000	2,000	1,000	(1,0
-						
	STATE COPS GRANT FUND					
	State COPS - Interest	9,852	9,000	9,000	8,000	(1,0
	State COPS Grant	186,159	194,663	180,000	180,000	
	STATE COPS TOTAL	196,011	203,663	189,000	188,000	(1,0
	CA LAW ENFORCEMENT EQUIPMENT					
	Interest on Investments	38	-	-	-	
1	CA LAW ENFORCEMENT EQUIPMENT	38	-	-	-	
	CDBG FUND					
	Miscellaneous Revenues CDBG	-	-	-	-	
	CDBG TOTAL	121,416 121,416	268,304 268,304	268,304 268,304	251,916 251,916	(16,3 (16 ,3
		.2.,	200,001	200,001	201,010	(10,0
	RESTRICTED UDAG FUND					
	Interest on Investments	65,205	57,000	57,000	58,000	1,0
	UDAG TOTAL	65,205	57,000	57,000	58,000	1,(
	USED OIL RECYCLING FUND					
216-435.100	Interest on Investments	72	-	-	-	-
046 AGE 470	Used Oil Block Grant	(1,436)				
210-405.470	USED OIL RECYCLING TOTAL	(1,363)	-	-	-	
	CATV ACCESS FUND					
	<u>CATV ACCESS FUND</u> CATV Access Fees	30,670	30.000	40.000	30.000	(10 0
217-425.400	<u>CATV ACCESS FUND</u> CATV Access Fees Interest - Investments	30,670 7,256	30,000 7,000	40,000 7,000	30,000 6,000	
217-425.400 217-435.100	CATV Access Fees		30,000 7,000 -	40,000 7,000	30,000 6,000	(10,0 (1,0

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	DEPT OF CONSERVATION GRANT					
227-435.100	Interest - Investments	242	-	-	-	
227-466.100	Dept of Conservation Grant	954	8,035	8,080	8,035	(45)
	DEPT OF CONSERVATION TOTAL	1,196	8,035	8,080	8,035	(45)
	JUSTICE ASSISTED GRANT					
234-465.250	Justice Assisted Grant	_	_	11,233	-	(11,233)
204-400.200	JUSTICE ASSISTED GRANT TOTAL	-	-	11,233	-	(11,233)
				,		
000 (00 (05	PARK DEVELOPMENT FUND	40 440				
236-420.100	Park Development Fees	13,413	-	-	-	-
236-435.100 236-465.451	Interest - Investments Grants	459 0	-	-	-	-
230-405.451	PARK DEV FUND TOTAL	13,872	-	-	-	-
	TARREETIGNETOTAL	10,012				
	PROP C 25 GRANT					
240-465.450	Grants	18,732	-	-	-	-
	PROP C 25 GRANT TOTAL	18,732	-	-	-	-
	MEASURE R					
244-435.100	Interest - Investments	52,450	31,700	31,700	47,000	15,300
244-465.441	Measure R Local	516,181	540,365	540,365	496,529	(43,836)
244-465.451	Grants	-	-	-	-	-
	MEASURE R TOTAL	568,631	572,065	572,065	543,529	(28,536)
253-465.451	Federal Grant - HUD	_	_	4,000,000	4,000,000	_
200 400.401	FEDERAL GRANTS - HUD TOTAL	-	-	4,000,000	4,000,000	-
				, ,	, ,	
	LA COUNTY PARKS MAINTENANCE GRANT					
257-435.100	Interest - Investments	51	-	-	-	-
257-465.451		- 51	-	-	-	-
	LACPMG TOTAL	J	-	-	-	-
	STP-L METRO EXCHANGE					
271-435.100	Interest - Investments	153	150	150	-	(150)
271-465.451	Grants	-	-	-	-	-
	STP-L METRO EXC. TOTAL	153	150	150	-	(150)
	MEASURE M LOCAL RETURN					
272-435.100	Interest - Investments	75,234	75,000	75,000	66,000	(9,000)
272-465.442	Measure M Local	582,878	612,413	612,413	562,733	(49,680)
272-465.451	Grants	-	-	-	-	-
	MEASURE M TOTAL	658,112	687,413	687,413	628,733	(58,680)

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEA
	SB1 GAS TAX STREET REHAB					
074 425 400	Interest - Investments	37,098	28.000	28,000	26.000	(2.00
274-435.100 274-465.150	Rehabilitation	820,323	38,000 830,922	38,000 813,530	36,000 860,656	(2,00 47,12
274-403.150	SB1 GAS TAX TOTAL	857,421	868,922	851,530	896,656	47,12
	ODI ONO TAX TOTAL			,	,	,
	MEASURE R GRANT	/ /)				
275-435.100	Interest - Investments	(504)	-	-	-	-
275-450.100 275-465.450	Miscellaneous Revenues MTA Grant	-	-	-	-	-
275-405.450	MEASURE R GRANT TOTAL	(504)	-	-	-	-
	MEASURE R GRANT TOTAL	(004)		-	_	
	<u>AB-939</u>					
276-400.401	AB939 Franchise Fees	196,260	175,000	175,000	175,000	-
276-435.100	Interest - Investments	18,064	15,000	15,000	18,000	3,00
276-450.100	Miscellanous Revenues	183,100 397,424	- 190,000	190,000	193,000	3,00
	AB939 TOTAL	397,424	190,000	190,000	193,000	3,0
077 400 447	COMMUNITY SERVICES FUND - RECR	EATION				
277-423.117	Deposit Revenue	-	-	-	-	
277-424.120	Recreation Fees - Participant Recreation Fees - Sports	85,334	85,000	85,000	85,000	-
277-424.150 277-425.100	Rectation rees - Sports	- 1,525	-	-	- 1,500	-
277-425.100	Community Center Rental Fees	1,525	1,460 10,780	-	1,500	1,5 10,0
277-425.101	CC-Administration Fees	19,201	10,760	-	10,000	10,0
277-425.102	CC-Recreation Staff Fees	-	-	-	-	-
277-425.103	CC-Maintenance Fees	-	-	-	-	-
277-425.104	CC-Utility Fees				-	
277-425.105	CC- Rental Insurance Fees		_			
277-435.100	Interest - Investments	(1,839)		_		_
277-440.100	Donations/Contributions	3,000	_			
277-440.200	Donation - Community Services	25	_	-	_	_
277-440.600	Donation - PRSSC	-	_	-	_	_
277-450.100	Miscellaneous Revenues	65	-	-	-	_
277-450.100	Merchandise Sales	-	-	-	-	-
	Total Operating Revenue	107,392	97,240	85,000	96,500	11,5
277-480.100	Operating Transfer In	-	-	-	-	-

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
279-421,101	Planning BL Review Fee	17.658	12.000	10.000	10.000	_
279-422.100	Building Permit Fees	754.099	300.000	300,000	300,000	-
279-422.110	Building Plan Check Fees	248,220	200,000	200,000	200,000	-
279-423.120	Sewer Connection Fees	-	-	-	-	-
279-435.100	Interest - Investments	40,138	-	-	-	-
279-450.100	Miscellaneous Revenues	-	-	-	-	-
	Total Operating Revenue	1,144,750	592,000	750,000	750,000	-
279-480.100	Operating Transfer In	-	-	-	-	-
	COMM. DEVELOPMENT TOTAL	1,144,750	592,000	750,000	750,000	-

ACCOUNT		ACTUAL	PROJECTED ACTUAL	AMENDED BUDGET	ADOPTED BUDGET	CHANGE FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	
				/ =•		
	BL-SB1186					
280-410.104	BL - AB1379/SB1186	9,758	10,000	10,000	10,000	-
280-435.100	Interest - Investments	2,635	2,500	2,500	-	(2,500)
	BL-SB1186 TOTAL	12,393	12,500	12,500	10,000	(2,500)
	MEASURE A					
281-465.443	Measure A	-	-	1,425,622	1,425,622	-
281-465.451	Grants	-	-	-	-	-
	MEASURE A TOTAL	-	-	1,425,622	1,425,622	-
	MEASURE W					
202 125 100	Interest - Investments	00 E95	20.000	20.000	10.000	(1 000)
282-435.100 282-465.444	Measure W	20,535 233,388	20,000 234,100	20,000	19,000 230,000	(1,000)
202-403.444	Measure W MEASURE W TOTAL	233,388 253,923	234,100 254,100	230,000 250,000	230,000	(1,000)
	WEASURE WIDIAL	200,920	204,100	230,000	245,000	(1,000)
	SOLID WASTE DIVERSION					
283-423.116	Forfeited Security Deposit	220,930	-	-	-	-
283-435.100	Interest - Investments	5,748	-	5,000	-	(5,000)
	SOLID WASTE DIVERSION TOTAL	226,678	-	5,000	-	(5,000)
	CORONAVIRUS RELIEF FUND					
284-465.850	Coronavirus Relief Fund	-	-	-	-	-
	CORONAVIRUS RELIEF FUND TOTAL	-	-	-	-	-
005 405 400	AMERICAN RESCUE PLAN	040.044	000.000		400.000	400.000
285-435.100	Interest - Investments Grants	242,241	200,000	-	138,000	138,000
285-465.451	AMERICAN RESCUE PLAN TOTAL	1,561,653 1,803,894	200,000	-	138,000	138,000
	AMERICAN RESCUE FEAN TOTAL	1,000,004	200,000	-	100,000	100,000
	SB1383 Local Assistance Prog					
286-435.100	Interest - Investments	1,818	-	-	-	-
286-465.451	Grants	88,065	-	-	-	-
	SB1383 Local Assistance Prog	89,883	-	-	•	-
	Prop 68 2018 Parks Bond Act					
287-465.451	Grants	198,387	-	-	<u> </u>	-
	Prop 68 2018 Parks Bond Act	198,387	-	-	-	-
	PLBP Grant					
288-435.100	Interest - Investments	39,404	_	_	49,000	49,000
288-465.451	Grants	2,000,000	-	2,000,000	49,000	(2,000,000)
200 -0001	PLBP Grant	2,000,000	-	2,000,000	49,000	(1,951,000)
	<u>SB2 Grant</u>					
290-435.100	Interest - Investments	2,726	-	-	4,000	4,000
290-465.451	Grants	77,693	-	78,000	-	(78,000)
	SB2 Grant	80,419	-	78,000	4,000	(74,000)

ACCOUNT		ACTUAL	PROJECTED ACTUAL	AMENDED BUDGET	ADOPTED BUDGET	CHANGE FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	
			202 . 20	202120	2020 20	
	Local Early Action Planning (LEAP) Grant					
291-435.100	Interest - Investments	737	-		-	-
291-465.451	Grants	-	116,271	116,500	116,500	-
	Local Early Action Planning (LEAP) Grant	737	116,271	116,500	116,500	-
	Art in Dublic Diseas Fund					
292-420.101	<u>Art in Public Places Fund</u> Public Art Program In-Lieu	16 900				
292-420.101	Interest - Investments	16,800 286	-	-	-	-
292-435.100	Art in Public Places Fund	17,086	-	-	-	-
	Art in rubic ridees rund	11,000			-	
	LAWNDALE HOUSING AUTHORITY					
300-435.100	Interest - Investments	56,787	54,000	54,000	53,000	(1,000)
300-435.200	Interest - LRA Loan	-	-	-	-	-
300-435.400	Loan Proceeds	-	-	-	-	-
300-450.100	Miscellaneous Revenues	-	-	-	-	-
300-480.100	Operating Transfer In (Housing Set-Aside)	319,901	179,260	179,260	172,945	(6,315)
	HOUSING AUTHORITY TOTAL	376,688	233,260	233,260	225,945	(7,315)
	LAWNDALE REDEVELOPMENT SUCCESSO		חא			
304-435.100	Interest - Investments	4,556	-	_		_
304-435.200	Interest - LRA Loan	-,550	-			-
304-435.401	Loan Repayment	_	_	_	_	_
304-450.100	Miscellaneous Revenues	-	-	-	-	-
304-480.100	Operating Transfer In	250,000	234,775	234,775	200,000	(34,775)
	LRA TOTAL	254,556	234,775	234,775	200,000	(34,775)
	SUCCESSOR AGENCY DEBT SERVICE	0.007				
305-435.100	Interest - Investments	2,307	-	-	-	-
305-480.100	Operating Transfer In LRA DEBT SERVICE TOTAL	3,018,804 3,021,111	3,177,524 3,177,524	3,177,524 3,177,524	3,112,170 3,112,170	(65,354) (65,354)
	LRA DEBT SERVICE TOTAL	3,021,111	3,177,324	3,177,524	3,112,170	(05,554)
	SUCCESSOR AGENCY DISBURSEMENT FU	ND				
306-400.900	Tax Increment	3,299,247	3,412,299	3,412,299	3,312,170	(100,129)
306-435.100	Interest - Investments	2,200	-	-	-	-
306-480.100	Operating Transfer In	-	-	-	-	-
	SA DISBURSEMENT FD TOTAL	3,301,447	3,412,299	3,412,299	3,312,170	(100,129)
	2000 TARS					
307-435.101	2009 TABS Interest-TABS	92,100				
	Bond Proceeds	92,100	-	-	-	-
307-435.402 307-480.100	Bond Proceeds Operating Transfer In	-	-	-	-	-
507-400.100	2009 TABS TOTAL	92,100	-	-	-	-
		01,100				
	Deposit/Donations					
501-435.100	Interest - Investments	8,895	-	-	-	-
	DEPOSIT/DONATIONS TOTAL	8,895	-	-	-	-

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
502-435.100	Employee Benefit Trust Fund Interest - Investments	252	-	-	-	-
	EMPLOYEE BENEFIT TRUST FUND TOTAL	252	-	-	-	-
	PRSSC TRUST FUND					
503-435.100	Interest - Investments	1,278	-	-	-	-
503-450.131	Fireworks Sales	-	-	-	-	-
	PRSSC TRUST FUND TOTAL	1,278	-	-	-	-
	GRAND TOTAL - ALL FUNDS	38,744,649	33,804,936	41,589,024	39,322,674	(2,266,350)

PERSONNEL SUMMARY BY PROGRAM

FULL-TIME POSITIONS

POSITION: Y																			
Mayor 1.00 <t< th=""><th>POSITION:</th><th>GENERAL (100)</th><th>GAS TAX (201)</th><th>PROP A (206)</th><th>PROP C (207)</th><th>CDBG (214)</th><th>PORP C25 (240)</th><th>MEASURE R (244)</th><th>MEASURE M (272)</th><th>SB1 (274)</th><th>AB939 (276)</th><th>RECREATION FUND (277)</th><th>SENIOR ACTIVITIES (278)</th><th>COMMUNITY DEV FUND (279)</th><th>MEASURE W (282)</th><th>SB 1383 Local Assistance (286)</th><th>HOUSING AUTHORITY (300)</th><th>SUCCESOR AGENCY (304)</th><th>τοται</th></t<>	POSITION:	GENERAL (100)	GAS TAX (201)	PROP A (206)	PROP C (207)	CDBG (214)	PORP C25 (240)	MEASURE R (244)	MEASURE M (272)	SB1 (274)	AB939 (276)	RECREATION FUND (277)	SENIOR ACTIVITIES (278)	COMMUNITY DEV FUND (279)	MEASURE W (282)	SB 1383 Local Assistance (286)	HOUSING AUTHORITY (300)	SUCCESOR AGENCY (304)	τοται
Council Members: 4.00 - - - - - - 4.00 SUBTOTAL 5.00 0.00		1 00																	1 00
CITY CLERK (130) 1.00	Council Members:																		4.00
City Clerk 1.00 1.00 1.00 1.00 1.00 Assistant Cly Clerk 1.00 1.0	SUBTOTAL	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.00	0.00	5.00
City Manager Deputy City Manager/HR Director 0.65 0.50 0.50 0.50	City Clerk Assistant City Clerk Administrative Assistant II	1.00 1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.00	0.00	1.00 1.00 1.00 3.00
ADMINISTRATIVE SERVICES (150) Deputy City Manager/HR Director 0.50 0.00 <td>City Manager Deputy City Manager/HR Director Executive Assistant Office/Personnel Assistant</td> <td>0.50 1.00</td> <td></td> <td>0.65 0.50 1.00 1.00</td>	City Manager Deputy City Manager/HR Director Executive Assistant Office/Personnel Assistant	0.50 1.00																	0.65 0.50 1.00 1.00
Deputy City Manager/HR Director 0.50 0.60 0.00	SUBTOTAL	3.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.00	0.00	3.15
Cable Television Supervisor 1.00 - - - - - - - - - - - 1.00 1.00 SUBTOTAL 1.00 0.00 <td>Deputy City Manager/HR Director</td> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td></td> <td></td> <td>0.00</td> <td>0.00</td> <td>0.50 0.50</td>	Deputy City Manager/HR Director		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.00	0.00	0.50 0.50
EINANCE (190) Director of Finance 1.00 1.00 1.00 0.63 0.03 0.07 0.16 Image: Constraint of the state o	Cable Television Supervisor																		1.00
Director of Finance 1.00 0.05 0.06 1.00 0.05 0.06 1.00 0.05 0.06 1.00 0.05 0.06 1.00 0.00 </td <td>SUBTOTAL</td> <td>1.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td></td> <td></td> <td>0.00</td> <td>0.00</td> <td>1.00</td>	SUBTOTAL	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.00	0.00	1.00
MUNICIPAL SERVICES (300) Municipal Services Director 1.00 Municipal Services Supervisor 1.00 Administrative Assistant II 1.00 Code Enforcement Officer II 2.00 Municipal Services Officer II 2.00 Municipal Services Officer I 3.00	Director of Finance Accounting Manager Payroll/Accounting Specialist Accounting Specialist	1.00 0.63 1.94		0.02	0.04														1.00 1.00 1.00 2.00
Municipal Services Director 1.00 Municipal Services Supervisor 1.00 Administrative Assistant II 1.00 Code Enforcement Officer II 2.00 Municipal Services Officer II 3.00	SUBTOTAL	4.57	0.03	0.09	0.20	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.05	0.06	5.00
	Municipal Services Director Municipal Services Supervisor Administrative Assistant II Code Enforcement Officer II Municipal Services Officer II	1.00 1.00 2.00 2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00			0.00	0.00	1.00 1.00 2.00 2.00 3.00 10.00

PERSONNEL SUMMARY BY PROGRAM

FULL-TIME POSITIONS

POSITION:	GENERAL (100)	GAS TAX (201)	PROP A (206)	PROP C (207)	CDBG (214)	PORP C25 (240)	MEASURE R (244)	MEASURE M (272)	SB1 (274)	AB939 (276)	RECREATION FUND (277)	SENIOR ACTIVITIES (278)	COMMUNITY DEV FUND (279)	MEASURE W (282)	SB 1383 Local Assistance (286)	HOUSING AUTHORITY (300)	SUCCESOR AGENCY (304)	тотац
PUBLIC WORKS ADMINISTRATION (310) Director of Public Works Senior Management Analyst Administrative Assistant II Office Assistant	0.10 0.10 0.10 0.50			0.70 0.05 0.25			0.25	0.05	0.05 0.25	0.05 0.70 0.15 0.50				0.05 0.05	0.05 0.05			1.00 1.00 1.00 1.00
SUBTOTAL	0.80	0.00	0.00	1.00	0.00	0.00	0.25	0.05	0.30	1.40	0.00	0.00	0.00	0.10	0.10	0.00	0.00	4.00
PUBLIC WORKS GROUNDS (320) Maintenance Supervisor Maintenance Worker III Maintenance Worker II Maintenance Worker I SUBTOTAL	0.40 0.40 1.10 1.00 2.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10 0.10 0.00 0.20	0.00	0.00	0.00	0.00		0.00	0.00	0.50 0.50 1.10 1.00 3.10
SUBTOTAL	2.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0.00		0.00	0.00	3.10
PUBLIC WORKS STREETS (330) Maintenance Supervisor Maintenance Worker III Maintenance Worker II Maintenance Worker I SUBTOTAL	0.10 0.10 0.30 0.60 1.10	0.40 0.40 0.80 1.60 3.20	0.05 0.20 0.25	0.40 0.80 1.20	0.00	0.00	0.20 0.40 0.60	0.00	0.00	0.15 0.40 0.55	0.00	0.00	0.00	0.00		0.00	0.00	0.50 0.50 1.90 4.00 6.90
PUBLIC WORKS ENGINEERING (340) Associate Engineer Assistant Engineer Public Works Inspector SUBTOTAL	0.10 0.10 0.10 0.10 0.30	0.40	0.00 0.00 0.05 0.05	0.00 0.20 0.30 0.50	0.20 0.10 0.30	0.00	0.00 0.10 0.05 0.15	0.35 0.20 0.10 0.65	0.30 0.30 0.00 0.60	0.00	0.00	0.00	0.00	0.05		0.00	0.00	1.00 1.00 1.00 3.00
SUBTOTAL	0.30	0.40	0.05	0.50	0.30	0.00	0.15	0.65	0.60	0.00	0.00	0.00	0.00	0.05		0.00	0.00	3.00
COMMUNITY DEVELOPMENT (410) City Manager Community Development Director Community Development Manager Associate Planner Administrative Assistant II SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.35 0.60 0.60 1.20 0.60 3.35	0.00		0.00 0.25 0.25 0.50 0.25 1.25	0.15 0.15 0.30 0.15 0.75	0.35 1.00 1.00 2.00 1.00 5.35
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.10	0.00
COMMUNITY SERVICES (510) Community Services Director Community Services Supervisor Recreation Coordinator Administrative Assistant II Senior Recreation Leader Transit Driver Senior Nutrition Specialist SUBTOTAL	0.00	0.00	0.28 0.20 0.30 1.00 1.78	0.00	0.80 0.80	0.00	0.00	0.00	0.00	0.00	0.62 1.00 0.80 0.70 0.00 0.20 3.32	0.10 0.10	0.00	0.00		0.00	0.00	1.00 1.00 1.00 1.00 0.00 1.00 1.00 6.00
															0.40			
GRAND TOTAL ALL POSITIONS:	32.32	3.63	2.17	2.90	1.10	0.00	1.00	0.70	0.90	2.15	3.32	0.10	3.35	0.15	0.10	1.30	0.81	56.00

PERSONNEL SUMMARY BY DIVISION (FULL-TIME)

POSITION	2024-25 Adopted	2025-26 Adopted	Change from Prior Year
		/ dopted	
CITY COUNCIL (110)			
Mayor	1.00	1.00	
Council Members	4.00	4.00	
SUBTOTAL	5.00	5.00	0.00
CITY CLERK (130)	1.00	1.00	
City Clerk	1.00 1.00	1.00 1.00	
Assistant City Clerk Deputy City Clerk	1.00	1.00	
SUBTOTAL	3.00	3.00	0.00
	5.00	5.00	0.00
CITY MANAGER (140)			
City Manager	0.65	0.65	
Deputy City Manager/HR Director	0.50	0.50	
Executive Assistant	1.00	1.00	
Office/Personnel Assistant	1.00	1.00	
SUBTOTAL	3.15	3.15	0.00
ADMINISTRATIVE SERVICES (150)			
Deputy City Manager/HR Director	0.50	0.50	
SUBTOTAL	0.50	0.50	0.00
CABLE TELEVISION (170)			
Cable Television Supervisor	1.00	1.00	0.00
SUBTOTAL	1.00	1.00	0.00
FINANCE (190)	4.00	4.00	
Director of Finance	1.00	1.00	
Accounting Manager Payroll/ Accounting Specialist	1.00 1.00	1.00	
Accounting Specialist	2.00	1.00 2.00	
SUBTOTAL	5.00	5.00	0.00
	5.00	5.00	0.00
MUNICIPAL SERVICES (300)			
Municipal Services Director	1.00	1.00	
Municipal Services Supervisor	1.00	1.00	
Administrative Assistant II	1.00	1.00	
Code Enforcement Officer II	2.00	2.00	
Municipal Services Officer II	2.00	2.00	
Municipal Services Officer I	3.00	3.00	
SUBTOTAL	10.00	10.00	0.00
PUBLIC WORKS ADMINISTRATION (310)			
Director of Public Works	1.00	1.00	
Senior Management Analyst	1.00	1.00	0.00
Administrative Analyst	1.00	0.00	(1.00)
Administrative Assistant II	1.00	1.00	
Office Assistant	0.00	1.00	1.00
SUBTOTAL	4.00	4.00	0.00

PERSONNEL SUMMARY BY DIVISION (FULL-TIME)

	2024-25	2025-26	Change from
POSITION	Adopted	Adopted	Prior Year
PUBLIC WORKS GROUNDS (320)			
Maintenance Supervisor	0.50	0.50	
Maintenance Worker III	0.50	0.50	
Maintenance Worker II	1.00	1.10	0.10
Maintenance Worker I	1.00	1.00	
SUBTOTAL	3.00	3.10	0.10
PUBLIC WORKS STREETS (330)			
Maintenance Supervisor	0.50	0.50	
Public Works Inspector	0.00	0.00	
Maintenance Worker III	0.50	0.50	(
Maintenance Worker II	2.00	1.90	(0.10)
Maintenance Worker I	4.00	4.00	
SUBTOTAL	7.00	6.90	-0.10
PUBLIC WORKS ENGINEERING (340) Associate Engineer	1.00	1.00	
Assistant Engineer	1.00	1.00	
Public Works Inspector	1.00	1.00	
SUBTOTAL	3.00	3.00	0.00
	0.00	0.00	0.00
COMMUNITY DEVELOPMENT (410)			
City Manager	0.35	0.35	
Community Development Director	1.00	1.00	
Community Development Manager	1.00	1.00	
Associate Planner	2.00	2.00	
Administrative Assistant II	1.00	1.00	
SUBTOTAL	5.35	5.35	0.00
COMMUNITY SERVICES (510)			
Community Services Director	1.00	1.00	
Community Services Supervisor	0.00	1.00	1.00
Recreation Coordinator	1.00	1.00	
Administrative Assistant	1.00	1.00	(1.00)
Senior Recreation Leader	1.00	0.00	(1.00)
Senior Nutrition Specialist	1.00 1.00	1.00	
Transit Driver SUBTOTAL	1.00 6.00	1.00 6.00	0.00
TOTAL FULL-TIME POSITIONS	56.00	56.00	0.00
TOTAL FULL-TIME POSITIONS	56.00	56.00	0.00

Note: 1 = 40 hours per week

PERSONNEL SUMMARY BY PROGRAM

PART-TIME POSITIONS

	GENERAL (100)	GAS TAX (201)	PROP A (206)	AB939 (276)	RECREATION FUND (277)	тотаг
CABLE TV (170)						
Cable TV Production Assistants SUBTOTAL	2.00 2.00	0.00	0.00		0.00	2.00 2.00
MUNICIPAL SERVICES (300) Municipal Services Officer I Code Enforcement Officer I Emergency Preparedness Coordinator	1.00 1.00 1.00	0.00	0.00		0.00	1.00 1.00 1.00
SUBTOTAL	3.00	0.00	0.00		0.00	3.00
Public Works - Administration(310) Office Assistant SUBTOTAL PUBLIC WORKS GROUNDS (320)	0.00	0.00	0.00	0.00 0.00	0.00	0.00
Maintenance Worker I SUBTOTAL	0.00	0.00	0.00		0.00	0.00
PUBLIC WORKS STREETS (330) Maintenance Worker I SUBTOTAL	0.00	0.00	0.00		0.00	0.00
COMMUNITY SERVICES ADMINISTRATION (510) Transit Driver Recreation Leader Senior Recreation Leader SUBTOTAL	0.00	0.00	1.00 1.00	0.00	0.00 16.00 3.00 19.00	1.00 16.00 3.00 20.00
Community Services(540) Transit Operator SUBTOTAL	0.00	0.00	0.00	0.00	1.00 1.00	1.00 1.00
GRAND TOTAL ALL POSITIONS:	5.00	0.00	1.00	0.00	20.00	26.00

NOTE: 1 = 1 Part Time Staff

PERSONNEL SUMMARY BY DIVISION (PART-TIME)

POSITION	2024-25 Adopted	2025-26 Adopted	Change from Prior Year
CABLE TV (170) Cable TV Production Assistants	2.00	2.00	
SUBTOTAL	2.00	2.00	0.00
	2.00	2.00	0.00
MUNICIPAL SERVICES (300)			
Code Enforcement Officer I	1.00	1.00	
Municipal Services Officer II	1.00	1.00	
Emergency Preparedness Coordinator	1.00	1.00	
SUBTOTAL	3.00	3.00	0.00
PUBLIC WORKS ADMINISTRATION (310) Office Assistant	1.00	0.00	(1.00)
SUBTOTAL	1.00	0.00	(1.00)
	1.00	0.00	(1.00)
PUBLIC WORKS GROUNDS (320)			
Maintenance Worker I	1.00	0.00	(1.00)
SUBTOTAL	1.00	0.00	(1.00)
PUBLIC WORKS STREETS (330) Maintenance Worker I	1.00	0.00	(1.00)
SUBTOTAL	1.00 1.00	0.00	(1.00) (1.00)
SUBICIAL	1.00	0.00	(1.00)
COMMUNITY SERVICES ADMIN. (510)			
Transit Driver	1.00	1.00	
Recreation Leaders	14.00	16.00	2.00
Senior Recreation Leaders	2.00	3.00	1.00
SUBTOTAL	17.00	20.00	3.00
COMMUNITY SERVICES(540)	0.00	4.00	4.00
Transit Driver	0.00	1.00	1.00
	0.00	1.00	1.00
TOTAL PART-TIME POSITIONS	25.00	26.00	1.00

NOTE: 1 = 1 Part Time Staff

		, ,	,			
			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	PERSONNEL					
100-110-501.200	SALARIES - ELECTED OFFICIALS	27,000	42,000	42,000	57,000	15,000
100-110-505.100	FLEXIBLE BENEFITS	55,353	94,822	94,822	100,822	6,000
100-110-505.200	RETIREMENT	1,918	3,035	3,035	3,249	214
100-110-505.300	MEDICARE CONTRIBUTION	1,016	609	609	827	218
100-110-505.700	CITY-PAID INSURANCE	1,470	1,470	1,470	1,470	-
	SUBTOTAL	86,757	141,936	141,936	163,368	21,432
		· · ·	· · ·			
	OPERATIONS					
100-110-510.100	OFFICE SUPPLIES	4,801	15,000	15,000	15,000	-
100-110-510.200	REPROGRAPHICS	1,215	4,000	4,000	5,500	1,500
100-110-510.400	SUBSCRIPTIONS/PUBLICATIONS	120	250	250	250	-
100-110-510.610	MEMBERSHIP/DUES	49,090	51,286	51,286	52,465	1,179
100-110-510.620	TRAVEL/MEETINGS	11,944	32,580	32,580	35,380	2,800
100-110-510.650	MILEAGE REIMBURSEMENT	145	1,000	1,000	1,000	-
100-110-540.311	DISCRETIONARY - MAYOR	2,181	2,500	2,500	2,500	-
100-110-540.314	DISCRETIONARY - SUAREZ	500	2,500	2,500	2,500	-
100-110-540.315	DISCRETIONARY - KEARNEY	2,150	2,500	2,500	2,500	-
100-110-540.316	DISCRETIONARY - CUEVAS	1,074	2,500	2,500	2,500	-
100-110-540.317	DISCRETIONARY - TALAVERA	-	2,500	2,500	2,500	-
100-110-540.330	LAWNDALE HISTORIC SOCIETY	-	-	-	-	-
	SUBTOTAL	73,219	116,616	116,616	122,095	5,479
	GENERAL FUND TOTAL	159,976	258,552	258,552	285,463	26,911

CITY COUNCIL - 110 GENERAL FUND (100-110)

Dept:	City Council		Program:	City Council - 110
		Amended	Adopted	
Account No	. Line Item	Budget 2024-25	Budget 2025-26	Description
Fund:	100 - General Fund			
i unu.				
501.200 505.100 505.200 505.300	<u>Personnel</u> Salaries-Elected Officials Flexible Benefits Retirement Medicare Contribution	42,000 94,822 3,035 609	100,822 3,249	Mayor & 4 Council members @ \$950/month. Employee Health benefits. PERS employer contribution. Federal Medicare 1.45% of salary. City provided long-term disability (LTD), employee assistance program (EAP), life insurance, and accidental death &
505.700	City-Paid Insurance	1,470	1,470	dismemberment AD&D.
	Subtotal	141,936	163,368	-
510.100	<u>Operations</u> Office Supplies	15,000	15,000	Office supplies, printer ink, sympathy flowers, linens, glassware, meeting refreshments and snacks: Wreaths for Veterans Day, Memorial Day and 911 Remembrance. City logo shirts and caps for Counci. State of City Breakfast Event (\$5,000). Oath of Office (\$0).
510.200	Reprographics	4,000	5,500	Mayor letterhead, photo name plates, dais name plates, voting panels, Council photos/frames, supplies for recognition requests and annual employee recognition plaques, certificates, frames, service pins, city lapel pins, and misc. reprographic services.
510.400	Subscriptions/Publications	250	250	Digital/electronic Daily Breeze subscriptions.
510.610	Memberships/Dues	51,286	52,465	League of CA Cities. (LCC)- \$15,500; So Cal Assoc Gov (SCAG) - \$4,681; Calif Contract Cities Assoc (CCCA) - \$4,410; Centinela Youth Services - \$6,500; League of Calif Cities - LA County Div \$1,200; So Bay Cities Council of Gov (SBCCOG) - \$20,284 includes CPI and Special Assessment
510.620	Travel/Meetings	32,580	35,380	CCCA Annual Municipal Seminar - 5 attendees @ \$2,200 = \$11,000; CCCA Legislative Orientation Tour - 2 attendees @ \$2,200 = \$4,400; CCCA Fall Seminar - 2 attendees @ \$1,900 = \$3,800; LCC Annual Voting Conference - 2 attendees @ \$850 = \$1,700; LCC - Mayors and Council Members Academy - 2 attendees @\$2,800 =\$5,600; SCAG Annual Voting Meeting - 2 Attendees @ \$650 + \$950= \$1,600; <i>CJPIA Elected Officials Summit - 2 attendees</i> @ \$750 = \$1,500; LCC City Leaders Summit - 2 attendees @ \$2,200 = \$4,400; Other travel/ meetings, i.e. PTA, CCCA LASD, CCCA LAFD, LAEDC, LCC Local Board & Annual Reception = \$1,380.

Dept:	City Council		Program:	: City Council - 110
		Amended	Adopted	
		Budget	Budget	
Account No	. Line Item	2024-25	2025-26	Description
510.650	Mileage Reimbursement	1,000	1,000	Mileage, Metro ExpressLanes FasTrak, and parking fee
				reimbursement for attendance at various meetings.
540-311	Discretionary Funds - Mayor	2,500	2,500	\$2,500 annual allocation
540-314	Discretionary Funds - Suarez	2,500	2,500	\$2,500 annual allocation
540-315	Discretionary Funds - Kearney	2,500	2,500	\$2,500 annual allocation
540-316	Discretionary Funds - Cuevas	2,500	2,500	\$2,500 annual allocation
540-317	Discretionary Funds - Talavera	2,500	2,500	\$2,500 annual allocation
540-330	Lawndale Historic Society	-	-	Lawndale Historic Society
	Subtotal	116,616	122,095	-
	GENERAL FUND TOTAL	258,552	285,463	

		CITT ATTORNE	1 - 120			
		GENERAL FUND (1	00-120)			
			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	OPERATIONS					
100-120-530.300	LEGAL SERVICES	684,067	660,000	660,000	660,000	-
	SUBTOTAL	684,067	660,000	660,000	660,000	-
	GENERAL FUND TOTAL	684.067	660.000	660.000	660.000	-

CITY ATTORNEY - 120

Dept:	City Attorney		Program	: Legal Services - 120
Account No	. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Fund:	100 - General Fund			
530.300	<u>Operations</u> Legal Services	660,000	660,000	City Attorney Services \$550,000. The City Attorney budget includes CPI adjustments to the rates for specialty litigation and work that will be reimbursed by third parties (e.g. developers). The rates for general services and all code enforcement work will remain the same as they were in FY 24/25. Legal services for Metro Greenline \$110,000.
	GENERAL FUND TOTAL	660,000	660,000	

GENERAL FUND (100-130)

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
	PERSONNEL					
100-130-501.100		198,018	211,108	211,108	217,857	6,749
100-130-501.200	SALARIES - ELECTED OFFICIALS	4.200	4,200	4,200	8,400	4,200
100-130-501.400		47	-	-	-	-
100-130-501.500	LONGEVITY PAY	-	-	-	-	-
100-130-501.600	CAR ALLOWANCE	3,000	3,900	3,900	3,900	-
100-130-501.900	MANDATORY LEAVE	-	,	,	-	-
100-130-505.100	FLEXIBLE BENEFIT	41,644	56,893	56,893	60,493	3,600
100-130-505.200	RETIREMENT	18,759	27,758	27,758	28,462	704
100-130-505.300	MEDICARE CONTRIBUTION	3,323	3,105	3,105	3,264	159
100-130-505.700	CITY-PAID INSURANCE	1,235	793	793	1,234	441
	SUBTOTAL	270,226	307,757	307,757	323,610	15,853
	OPERATIONS					
100-130-510.100		2,079	1,950	1,950	1,950	-
	REPROGRAPHICS	4,418	3,000	3,000	3,000	-
	SUBSCRIPTIONS/PUBLICATION	75	500	500	500	-
100-130-510.600		2,220	1,400	1,400	2,875	1,475
100-130-510.610	MEMBERSHIP/DUES	1,100	850	850	1,470	620
100-130-510.620		2,389	1,800	1,800	2,600	800
100-130-510.650	MILEAGE REIMBURSEMENT	378	300	300	300	-
100-130-520.510	EQUIP MAINTENANCE	-	300	300	800	500
100-130-530.100	CONTRACT SERVICES	1,604	8,650	8,650	8,245	(405)
	ELECTION EXPENSES	210	76,400	76,400	2,000	(74,400)
100-130-530.500		1,367	2,700	2,700	2,700	-
	SUBTOTAL	15,840	97,850	97,850	26,440	(71,410)
	GENERAL FUND TOTAL	286,066	405,607	405,607	350,050	(55,557)
	GENERAL FUND TOTAL	200,000	405,607	405,607	300,050	(55,557)

Dept.:	City Clerk		Program:	City Clerk - 130
		Amended Budget	Adopted Budget	
Account No	Line Item	2024-25	2025-26	Description
Fund:	100 - General Fund			
	Personnel			
501.100	Salaries - Full-Time	211,108	217,857	Assistant City Clerk, Administrative Assistance.
501.200	Salaries - Elected Officials	4,200	8,400	Elected City Clerk
501.500	Longevity Pay	-		Per MOU
501.600	Car Allowance	3,900	,	Per MOU
505.100	Flexible Benefits	56,893		Employee health benefits.
505.200	Retirement	27,758		PERS City portion.
505.300	Medicare Contribution	3,105	3,264	Federal Medicare 1.45% of Salary
505.700	City-Paid Insurance	793	1,234	City provided long-term disability (LTD),
				employee assistance program (EAP), life insurance, and accidental death &
	Subtotal	307,757	323,610	dismemberment (AD&D).
	oustolai		020,010	-
	<u>Operations</u>			
510.100	Office Supplies	1,950		General office supplies for City Clerk department. One City Clerk banner \$100,
510.200	Reprographics	3,000	3,000	Printing of municipal code supplemental updates and PDF copies.
510.400	Subscriptions/Publication	500	500	Provides for publications related to the City Clerk's profession.
510.600	Staff Development	1,400	2,875	Attend conferences, trainings, seminars, and workshops for City Clerk and staff. Cit Clerk attendance at one conference California Contract Cities Association (CCCA) \$950, webinar course for Administrative Assistant \$75, Municipal Clerks Institute (MCI) for Administrative Assistant \$500, Assistant City Clerk's attendance at New Law Seminar \$575, League of California Cities Annual Conference \$175, and City Clerk Association \$600.
510.610	Membership/Dues	850	1,470	City Clerks Association of California (CCA) and International Institute of Municipal Clerks (IIMC) memberships for the Assistant City Clerk and Administrative Assistant. Notary Commission for Assistan City Clerk.
510.620	Travel & Meetings	1,800	2,600	MCI hotel for Administrative Assistant \$1,000, City Clerk Association hotel for Assistant City Clerk \$750, and CCCA hote for City Clerk \$850.
510.650	Mileage Reimbursement	300		Mileage reimbursement for travel.
520.510	Equipment Maintenance	300		Unanticipated repairs, parts, and labor \$300. Add top cover to outside bulletin board for rain \$500. Or can PW install a cover?

Dept.:	City Clerk			Program: City Clerk - 130			
Account No	o.Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description			
530.100	Contract Services	8,650	8,245	City's municipal code maintenance and support \$1,795, shredding services \$2,000, Records Consultant fee \$450, offsite storage \$4,000.			
530.400	Election Expenses	76,400	2,000	\$2,000 for publishing of election notices.			
530.500	Legal Advertising	2,700	2,700	Publication of ordinance notices and other required legal notices.			
	Subtotal	97,850	26,440	-			
	GENERAL FUND TOTAL	405,607	350,050				
				-			

		GENERAL FUND (1	00-140)			
			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	PERSONNEL					
100-140-501.100		482,361	440,130	440,130	440,130	-
	SALARIES - OVERTIME	-	1,000	1,000	1,000	-
	SALARIES -PART-TIME	-	-	-	-	-
	LONGEVITY PAY	875	875	875	1,000	125
	AUTO ALLOWANCE	4,750	5,850	5,850	5,850	-
100-140-501.900	MANDATORY LEAVE		-	-		-
100-140-505.100	FLEXIBLE BENEFIT	53,775	59,738	59,738	63,518	3,780
100-140-505.200	RETIREMENT	64,410	66,729	66,729	66,993	264
100-140-505.300	MEDICARE CONTRIBUTION	7,618	6,382	6,382	6,382	-
100-140-505.700	CITY-PAID INSURANCE	1,610	1,418	1,418	1,418	-
	SUBTOTAL	615,399	582,122	582,122	586,291	4,169
	OPERATIONS					
100-140-510.100	OFFICE SUPPLIES	101	1,360	1,360	1,360	-
100-140-510.610	MEMBERSHIP/DUES	2,327	1,600	1,600	1,600	-
100-140-510.620	TRAVEL/MEETINGS	4,229	4,225	4,225	6,150	1,925
100-140.510.650	MILEAGE REIMBURSEMENT	-	-	-	100	100
100-140-540.200	SPECIAL EXPENSES	-	8,000	8,000	8,000	-
	SUBTOTAL	6,656	15,185	15,185	17,210	2,025
	GENERAL FUND TOTAL	622,055	597,307	597,307	603,501	6,194

CITY MANAGER - 140 GENERAL FUND (100-140)

Dept.:	City Manager		Program:	City Manager-140
Account No	Line Itom	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Account No		2024-25	2023-20	Description
Fund:	100 - General Fund			
501.100	Personnel Costs Salaries-Full-Time	440,130	440,130	City Manager, Deputy City Manager 50%, Executive Assistant and Personnel Assistant.
501.400	Salaries-Overtime	1,000	1,000	Overtime.
501.500	Longevity	875	1,000	Per MOU.
501.600	Auto Allowance	5,850	5,850	Auto Allowance - City Manager and Deputy City Manager 50%.
501.900	Mandatory Leave	-	-	Mandatory Leave.
505.100	Flexible Benefit	59,738		Employee health benefits.
505.200	Retirement	66,729	66,993	PERS City portion and Deferred
505.300	Medicare Contribution	6,382	6 382	Compensation Match. Federal Medicare 1.45% of salary.
505.700	City-Paid Insurance	1,418		City provided long-term disability (LTD),
000.100		1,110	1,110	employee assistance program (EAP), life insurance, and accidental death & dismemberment (AD&D).
	Subtotal	582,122	586,291	
		,	,	-
	Operations			
510.100	Office Supplies	1,360	1,360	Office supplies, materials, equipment.
510.610	Memberships/Dues	1,600	1,600	Membership to California City Management Foundation (CCMF) \$400, and International City Management Association (ICMA) \$1200, per City Manager employment agreement.
510.620	Travel/Meetings	4,225	6,150	Attendance to conferences and meetings for City Manager - \$5,750. Attendance to conferences and meetings for Deputy City Manager / HR Director - CalPERS, CJPIA, SCPLRC, CalPERLRA and other - \$3,500.
510.650	Mileage Reimbursement		100	Mileage and parking fee reimbursement
540.200	Special Expenses	8,000	8,000	Employee programs, agency meetings, and misc. supplies, equipment or services.
	Subtotal	15,185	17,210	
	GENERAL FUND TOTAL	597,307	603,501	1
				-

ADMINISTRATIVE SERVICES -150

GENERAL FUND (100-150)

r			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
		2020 21	202 : 20	202120	2020 20	
	PERSONNEL					
100-150-501.100	SALARIES - FULL-TIME	97,377	102,399	102,399	102,399	-
100-150-501.500	LONGEVITY PAY	75	75	75	200	125
100-150-501.600	AUTO ALLOWANCE	1,475	1,950	1,950	1,950	-
100-150-505.100	FLEXIBLE BENEFITS	7,682	9,482	9,482	10,082	600
100-150-505.200	RETIREMENT	16,302	16,695	16,695	16,757	62
100-150-505.300	MEDICARE CONTRIBUTION	1,535	1,485	1,485	1,485	-
100-150-505.700	CITY-PAID INSURANCE	272	272	272	272	-
	SUBTOTAL	124,718	132,358	132,358	133,145	787
	OPERATIONS					
100-150-510.100	OFFICE SUPPLIES	453	1,500	1,500	1,500	-
100-150-510.300	POSTAGE	14	-	-	-	-
100-150-510.400	SUBSCS/PUBLICATIONS	-	950	950	1,000	50
100-150-510.605	CITY STAFF DEVELOPMENT	62	3,000	3,000	3,000	-
100-150-510.610	MEMBERSHIP/DUES	1,185	1,420	1,420	1,495	75
100-150-510.630	BENEFIT REIMBURSEMENT	3,800	7,200	7,200	8,200	1,000
100-150-510.800	RECRUITMENT	21,588	55,000	55,000	55,000	-
100-150-530.100	CONTRACT SERVICES	3,765	74,500	74,500	72,500	(2,000)
100-150-540.200	SPECIAL EXPENSES	15,793	23,000	23,000	26,000	3,000
100-150-550.200	OFFICE EQUIPMENT	-	3,000	3,000	-	(3,000)
	SUBTOTAL	46,660	169,570	169,570	168,695	(875)
	GENERAL FUND TOTAL	171,379	301,928	301,928	301,840	(88)

Dept.:	Administrative Svcs.		Program:	Administrative Svcs150
Account No	. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Fund:	100-General Fund			
i una.				
501.100 501.500 501.600	Personnel Costs Salaries-Full-time Longevity Pay Auto Allowance	102,399 75 1,950	200 1,950	50% Human Resources Director Salary. Per MOU. Auto Allowance- 50% HR Director
505.100 505.200	Flexible Benefits Retirement	9,482 16,695		Employee health benefits. PERS City portion and Deferred
505.300 505.700	Medicare Contribution City-Paid Insurance	1,485 272	1,485	Compensation Match. Federal Medicare 1.45% of salary. City provided long-term disability (LTD), employee assistance program (EAP), life insurance, and accidental death & dismemberment (AD&D).
	Subtotal	132,358	133,145	
510.100	<u>Operations</u> Office Supplies	1,500	1,500	Various office supplies.
510.400	Subscriptions/Publications	950	1,000	Subscriptions to personnel/risk management publications including mandated labor posters for all City facilities, and FLSA manual.
510.605	Citywide Staff Development	3,000	3,000	City-wide staff development and mandatory citywide trainings in harassment prevention, customer service, CPR and other organizational development areas.
510.610	Memberships/Dues	1,420	1,495	Membership in labor relations, risk management and other human resources associations; including SCPLRC \$400, MMASC \$95, SHRM \$300, PARMA \$300, CalPELRA membership \$400.
510.630	Benefit Reimbursement	7,200	8,200	Employee tuition reimbursement reserve (up to \$1,800 per qualified employee x4), and reimbursement expenses related to employee wellness program \$100 per employee x10).
510.800	Recruitment	55,000	55,000	Expenses to attract qualified candidates for potential employment opportunities.
530.100	Contract Services	74,500	72,500	Liebert Cassidy consortium \$4,850; personnel and employee relations matters \$60,000. NeoGov Applicant Tracking System \$7,500.

Dept.:	Administrative Svcs.		Program:	Administrative Svcs150
		Amended Budget	Adopted Budget	
Account No	b. Line Item	2024-25	2025-26	Description
540.200	Special Expenses	23,000	26,000	Misc. costs for department operations including employee programs and contingency \$6,000; Employee Recognition/Holiday Event \$20,000.
550.200	Office Equipment	3,000	-	
	Subtotal	169,570	168,695	-
	GENERAL FUND TOTAL	301,928	301,840	

ALL FUNDS TOTAL

GENERAL FUND (100-170)								
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR		
	DEDOONNEL							
100-170-501 100	PERSONNEL SALARIES - FULL-TIME	85,908	125,770	125,770	125,770	_		
	SALARIES - PART-TIME	26,690	57,878	57,878	82,941	25,063		
	SALARIES - OVERTIME	-	-	-	-	-		
	MANDATORY LEAVE	-	-	-	-	-		
100-170-505.100	FLEXIBLE BENEFIT	10,853	18,964	18,964	20,164	1,200		
100-170-505.200	RETIREMENT	6,790	9,898	9,898	10,011	113		
100-170-505.300	MEDICARE CONTRIBUTION	1,680	2,243	2,243	3,027	784		
100-170-505.700	CITY-PAID INSURANCE	297	397	397	397	-		
	SUBTOTAL	132,218	215,150	215,150	242,310	27,160		
	OPERATIONS							
100-170-510.100	OFFICE SUPPLIES	-	1,200	1,200	1,560	360		
	MEMBERSHIPS/DUES	-	1,500	1,500	2,500	1,000		
100-170-510.650	MILEAGE REIMBURSEMENT	35	250	250	250	-		
100-170-520.510	EQUIPMENT MAINTENANCE	175	1,000	1,000	1,000	-		
100-170-520.600	VEHICLE MAINTENANCE	-	1,000	1,000	-	(1,000)		
100-170-520.610		-	200	200	-	(200)		
	CONTRACT SERVICES	22,909	36,440	36,440	38,240	1,800		
	SPECIAL EXPENSES	887	2,300	2,300	3,380	1,080		
100-170-550.400	OTHER EQUIPMENT	13,561	-	-	7,331	7,331		
	SUBTOTAL	37,567	43,890	43,890	54,261	10,371		
	GENERAL FUND TOTAL	169,785	259,040	259,040	296,571	37,531		
	C	CABLE TELEVISIO	ON - 170					
		ale Cable Usage Corp (21		0				
	CAPITAL							
217-170-550 400	OTHER EQUIPMENT	144,925	113,000	113,000	237,331	124,331		
	OTHER EQUIPMENT	. 14,020	18,709	18,709	-	(18,709)		
	Cable TV FUND TOTAL	144,925	131,709	131,709	237,331	124,331		

314,710

390,749

390,749

533,902

161,862

CABLE TELEVISION - 170

Dept.:	Admin/City TV	Program:		Cable Television - 170
A		Amended Budget	Adopted Budget	Description
Account No.	Line Item	2024-25	2025-26	Description
Fund:	100 - General Fund			
	<u>Personnel</u>			
501.100	Salaries - Full-Time	125,770		Cable TV Supervisor.
501.300	Salaries - Part-Time	57,878	82,941	Salaries for 3 part-time production assistants; 3,040 total projected hours (7 FTE).
505,100	Flexible Benefits	18,964	20,164	Employee health benefits.
505.200	Retirement	9,898	,	PERS Employee contribution.
505.300	Medicare Contribution	2,243		Federal Medicare 1.45% of salary.
505.700	City-paid Insurance	397		Employer provided long-term disability (LTD), employee assistance program (E life insurance, and accidental death & dismemberment (AD&D).
	Subtotal	215,150	242,310	- `` '
	Operations			
510.100	Office Supplies	1,200	1,560	Provides color printer toner replacement cable ties, tie wraps, City logo shirts/jack and other general office supplies needed operations.
510.610	Memberships/Dues	1,500	2,500	SCAN / NATOA membership and attendance to NAB conference.
510.650	Mileage Reimbursement	250	250	Mileage reimbursement for staff.
520.510	Equip. Maintenance	1,000	1,000	Video systems repair and maintenance ovideo archives, pre-production and post- production systems.
520.600	Vehicle Maintenance	1,000	-	
520.610	Vehicle Fuel	200	-	
530.100	Contract Services	36,440	38,240	Cablecast System - Service Contract \$3,000; Adobe Creative Cloud Service p production annual subscription \$3,240; Music/Video Library Subscription \$300; Annual Video Server/Archive Service Contract \$3,500; Professional video systems integration consultant \$25,000. Production staff for creative content \$3,0 PEG Media library for CATV \$200.
540.200	Special Expenses	2,300	3,380	Gaffer's Tape \$380; misc. connectors, adapters, hard drives, memory cards, portasble hard-drives, flash drives, Vider Production props/items \$1,000, podium microphones (\$500), misc. items \$1,500
550.400	Other Equipment	-	7,331	(2) Apple Computers replacement for vice editing (\$5,531) and camera storage file cabinet (\$1,800)
	Subtotal	43,890	54,261	
	GENERAL FUND TOTAL	259,040	296,571	

Budget Detail Worksheet	t
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Dept.:	Admin/City TV	Program:		Cable Television - 170
Account No.	Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Fund:	217 & 285 - Lawndale Cable L	Jsage Corp		
550.400	Capital Outlay Other Equipment	113,000	237,331	TV Production and Broadcast System Upgrade (\$237,331 available).
550.400	Other Equipment	18,709	-	
	CABLE TV FUND TOTAL	131,709	237,331	I
	ALL FUNDS TOTAL	390,749	533,902	

	G	ENERAL FUND (10	00-160)			
			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	PERSONNEL					
100-160-501.800		25,553	23,872	23,872	28,264	4,392
100-160-505.200		685,155	820,547	820,547	956,239	135,692
	PARS CONTRIBUTION	-	7,097	7,097	8,500	1,403
100-160-505.202	PARS EXCESS FUND	24,400	24,400	23,900	25,500	1,600
100-160-505.600	RETIREE'S HEALTH BENEFIT	168,729	210,000	210,000	210,000	-
	SUBTOTAL	903,838	1,085,916	1,085,416	1,228,503	143,087
400 400 540 400		0.000	40.000	10.000	40.000	
	OFFICE SUPPLIES	9,200	10,000	10,000	10,000	-
100-160-510.300		8,541	15,500	15,500	15,500	-
	TELECOMMUNICATIONS	84,600	85,000	85,000	85,000	-
100-160-515.200		11,629	13,000	13,000	15,000	2,000
100-160-515.300		4,185	8,000	8,000	8,000	-
100-160-515.400		11,839	13,000	13,000	15,000	2,000
	BUILDING EQUIPMENT MAINT		5,000	5,000	5,000	-
100-160-520.500	EQUIPMENT RENTAL	32,721	39,000	39,000	39,000	-
100-160-525.200	LIABILITY INSURANCE	255,385	406,733	406,733	515,535	108,802
100-160-525.300	PROPERTY INSURANCE	107,659	113,549	113,549	125,972	12,423
100-160-525.400	WORKERS COMP INS PREMIUM	172,376	168,938	168,938	155,260	(13,678)
100-160-525.600	UNEMPLOYMENT INSURANCE	540	18,000	18,000	18,000	-
100-160-530.100	CONTRACT SERVICES	30,509	10,000	10,000	10,000	-
100-160-530.800	MEDICAL & HEALTH TESTING	1,004	6,000	6,000	6,000	-
100-160-545.100	DEBT SERVICE PAYMENTS	45,748	47,281	47,281	48,865	1,584
100-160-545.400	INTEREST EXPENSE	12,165	10,470	10,470	8,718	(1,752)
	SUBTOTAL	788,102	969,471	969,471	1,080,850	111,379
	CAPITAL					
100-160-550.400		6,205	-	-	-	-
	SUBTOTAL	6,205	-	-	-	-

GENERAL OPERATIONS - 160 American Rescue Plan (285-160)

285-160-580.151	OPERATIONS ARPA REIMBURSEMENT SUBTOTAL	150,000 150,000	-	-	-	
	ARPA FUND TOTAL	150,000	-	-	-	-
	FUNDS TOTAL	1,848,144	2,055,387	2,054,887	2,309,353	254,466

GENERAL OPERATIONS - 160

Dept.:	General Operations		Program:	General Operations - 160
Account No	o Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Fund:	100 - General Fund			
	Porconnol			
501.800	<u>Personnel</u> Sick Leave Buy Back	23,872	28,264	Sick Leave Buy Back for eligible employees based on requests submitted by deadline.
505.200	PERS Contribution	820,547	956,239	Required employer contribution for PERS. This is the annual required payment on the Employer Unfunded Liability (UAL). This amount is for both Miscellaneous and PEPRA employees.
505.201	PARS Contribution	7,097	8,500	Required unfunded liability contribution for Public Agency Retirement Services (PARS retirement enhancement plan based on 7/1/21 Actuarial Valuation.
505.202	PARS Excess Fund	23,900	25,500	Contributions required to pay excess benefits payments made from Public Agene Retirement Services (PARS) for 2% annua COLA, and changes in plan related to discount rate and retiree mortality (20 year amortization period to level expense).
505.600	Retiree's Health Insurance	210,000	210,000	Premium payments for retiree health benefits.
	Subtotal	1,085,416	1,228,503	-
510.100	Operations Office Supplies	10,000	10,000	Citywide office supplies including, paper, coffee service, letterhead, business cards,
510.300	Postage	15,500	15,500	fax and copier supplies/maintenance. Postage, Fed Ex usage, bulk mail permit fees, etc. Bulk mailings (\$1,500) needed fo Metro letters to residents.
515.100	Telecommunications	85,000	85,000	Citywide telephone system equipment, maintenance and usage; and cellphone program.
515.200	Electricity	13,000	15,000	Electricity for Civic Center complex based on historical usage/cost.
515.300	Natural Gas	8,000		Natural gas for City Hall.
515.400	Water	13,000	15,000	City Hall facility/grounds water service and Sparkletts water for breakrooms.
520.120	Building Equipment Maint	5,000	5,000	Citywide Maintenance, repairs, and insurance deductible.
520.500	Equipment Rental	39,000	39,000	Office equipment lease & maintenance agreements for photo copy, mail meter, an fax machines.
525.200	Liability Insurance	406,733	515,535	California Joint Power Insurance Authority (CJPIA) annual liability insurance contribution; includes crime and pollution legal liability.

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Dept.:	General Operations		Program:	General Operations - 160
Account No	o Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
525.300	Property Insurance	113,549	125,972	California Joint Power Insurance Authority (CJPIA) annual contribution; includes property risk and earthquake damage.
525.400	Worker's Compensation	168,938	155,260	California Joint Power Insurance Authority (CJPIA) annual contribution; includes general liability, WC primary, and WC excess pool deposits.
525.600	Unemployment Insurance	18,000	18.000	Citywide unemployment Insurance.
530.100	Contract Services	10,000		Ongoing costs for employee flex spending account administration \$1,500 and PARS administration \$8,500.
530.800	Medical & Health Testing	6,000	6,000	Citywide new employee screening, first aid claims, random drug testing program, fit-for- duty exams, etc.
545.100	Debt Service Payments	47,281	48,865	California Infrastructure and Economic Development Bank principal payment for financing Charles B Hopper Park project; outstanding principal balance \$308,532 as of 6/30/24.
545.400	Interest Expense	10,470	8,718	California Infrastructure and Economic Development Bank interest payment for financing Charles B Hopper Park project; anticipated payoff 8/1/2029.
	Subtotal	969,471	1,080,850	
550.400	<u>Capital</u> Other Equipment	<u>-</u>	-	-
	Subtotal	-	-	
	GENERAL FUND TOTAL	2,054,887	2,309,353	[

GENERAL FUND (100-190)							
			PROJECTED	AMENDED	ADOPTED	CHANGE	
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM	
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR	
	PERSONNEL						
	SALARIES - FULL-TIME	406,326	495,622	495,622	501,799	6,177	
	SALARIES - PART-TIME	2,323	-	-	-	-	
	LONGEVITY PAY	250	400	400	543	143	
100-190-501.600	AUTO ALLOWANCE	2,975	3,900	3,900	3,900	-	
100-190-501.900	MANDATORY LEAVE	-	-	-	-	-	
100-190-505.100	FLEXIBLE BENEFIT	56,168	86,667	86,667	92,151	5,484	
100-190-505.200	RETIREMENT	28,948	49,018	49,018	49,942	924	
100-190-505.300	MEDICARE CONTRIBUTION	6,403	7,187	7,187	7,277	90	
100-190-505.700	CITY-PAID INSURANCE	1,596	1,959	1,959	1,959	-	
	SUBTOTAL	504,990	644,753	644,753	657,571	12,818	
	OPERATIONS						
100-190-510.100	OFFICE SUPPLIES	3,097	5,000	5,000	4,000	(1,000)	
100-190-510.200	REPROGRAPHICS	1,389	1,390	1,390	4,000	2,610	
100-190-510.400	SUBSCRIP./PUBLICATIONS	-	-	-	-	-	
100-190-510.600	STAFF DEVELOPMENT	1,909	5,000	5,000	5,000	-	
100-190-510.610	MEMBERSHIP/DUES	125	150	150	300	150	
100-190-510.620	TRAVEL/MEETINGS	-	-	-	-	-	
100-190-510.650	MILEAGE REIMBURSEMENT	-	100	100	100	-	
100-190-530.100	CONTRACT SERVICES	113,700	191,400	191,400	82,140	(109,260)	
100-190-530.101	BANK FEES	35,766	30,000	30,000	30,000	-	
100-190-530.102	PAYROLL FEES	14,121	15,000	15,000	15,000	-	
100-190-530.500	LEGAL ADVERTISING	-	100	100	100	-	
	SUBTOTAL	170,108	248,140	248,140	140,640	(107,500)	
						· · · · ·	
	GENERAL FUND TOTAL	675,098	892,893	892,893	798,211	(94,682)	

FINANCE - 190 GENERAL FUND (100-190)

FINANCE - 190 ARPA FUND (285-190)

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	OPERATIONS					
100-190-545.204	ARPA REBATE PROGRAM	-	100,000	100,000	-	(100,000)
	SUBTOTAL	-	100,000	100,000	-	(100,000)
	ARPA FUND TOTAL	-	100,000	100,000	-	(100,000)
	ALL FUNDS TOTAL	675,098	992,893	992,893	798,211	(194,682)

Dept.:	Finance		Program:	Finance-190
Account No	. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Fund:	100 - General Fund			·
	Development			
501.100	<u>Personnel</u> Salary - Full Time	495,622	501,799	Salary and related paid leave for five full-time employees including a Director, Accounting Manager, Payroll/Accounting Specialist and (2) Accounting Specialists.
501.500	Longevity Pay	400	543	Per MOU.
501.600	Auto Allowance	3,900	3,900	Director Auto Allowance.
501.900	Mandatory Leave	-	,	Mandatory Leave.
505.100	Flexible Benefits	86,667		Employee health benefits.
505.200	Retirement	49,018		PERS employer contribution and Deferred Comp Match.
505.300	Medicare Contribution	7,187	7,277	Federal Medicare 1.45% of salary.
505.700	City-Paid Insurance	1,959	1,959	City provided life, long-term disability (LTD and accidental death and dismembermen (AD&D) insurance.
	Subtotal	644,753	657,571	
	Operations			
510.100	Office Supplies	5,000	4,000	Provides basic office supplies such as printe ink cartridges, tape, pens, folders, binders and labels acquired through Office Depot Also includes costs for items such as check stock, business license tags, cash register tape and check signature stamps.
510.200	Reprographics	1,390	4,000	Printing cost for budget books. Printing cos for parking permits on Hawthorne Blvd.
510.400	Subscriptions/Publications	-	-	
510.600	Staff Development	5,000	5,000	Annual GFOA accounting update and technical training - \$200. CSMFO annua conference for 2 employees - \$3,300. Annua GIOA Conference for City Treasurer \$1,500.
510.610	Membership/Dues	150	300	California Society of Municipal Finance Officers (CSMFO) membership dues for Finance Director and Accounting Manager.
510.650	Mileage Reimbursement	100	100	Employee reimbursement for use of persona vehicles associated with City business.
530.100	Contract Services	191,400	82,140	Audit services - \$50,190 HdL Revenue Analysis and Sales Tax Recovery (based on contingency fee of 15% of recovered amount) - \$8,000

Dept.:	Finance	I	Program:	Finance-190			
Account No	o. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description			
				Actuary Services: PARS & GASB; Evaluations - \$10,950; ACFR Statistical Report - \$1,900; GFOA Award Program Fee - \$1,100; Tax Prep Fees - \$10,000.			
530.101	Bank Fees	30,000	30,000	•			
530.102	Payroll Fees	15,000	15,000	Payroll processing reporting.			
530.500	Legal Advertisements	100	100	Unforeseen legal ads.			
	Subtotal	248,140	140,640	-			
	GENERAL FUND TOTAL	892,893	798,211				
Fund: 545.204	285 - American Rescue Plan ARPA REBATE PROGRAM	100,000	-	- Home Improvement Rebate from Local Business			
	ARPA FUND TOTAL	100,000	-				
				-			
	ALL FUNDS TOTAL	992,893	798,211				

GENERAL FUND (100-180)							
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR	
	OPERATIONS						
100-180-510.100	OFFICE SUPPLIES	-	50	50	50	-	
100-180-510.400	SUBSCRIPTIONS/PUBLICATIONS	18,078	16,800	16,800	16,800	-	
100-180-530.100	CONTRACT SERVICES	195,208	200,800	200,800	205,850	5,050	
	SUBTOTAL	213,286	217,650	217,650	222,700	5,050.00	
	CAPITAL						
100-180-550.400	OTHER EQUIPMENT	6,706	15,000	15,000	15,000	-	
	SUBTOTAL	6,706	15,000	15,000	15,000	-	
	GENERAL FUND TOTAL	219,992	232,650	232,650	237,700	5,050	

INFORMATION SYSTEMS - 180

Dept.:	Information Systems	Program: Information Systems - 180			
Account No	o. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description	
Fund:	100 - General Fund				
	<u>Operations</u>				
510.100	Office Supplies	50	50	Various office supplies.	
510.400	Subscriptions/Pub	16,800	16,800	Website maintenance \$4,800; LogMeIn remote access \$1,000; Microsoft Office 365 subscription \$10,600; Adobe PDF \$400.	
530.100	Contract Services	200,800	205,850	Contract network support \$167,850 (1,628 hours); Tyler Tech Accounting Software \$9,000; Online CitizenServe Software \$29,000.	
	Subtotal	217,650	222,700		
550.400	<u>Capital</u> Other Equipment	15,000	15,000	Equipment replacement costs for computer	
	Quebécé de	45.000	45.000	equipment, printers, keyboards, monitors, network backup tapes and other related items as needed citywide \$15,000.	
	Subtotal	15,000	15,000	-	
	GENERAL FUND TOTAL	232,650	237,700		

	PU	BLIC SAFETY	′ - 210			
	GE	NERAL FUND (10	0-210)			
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
100-210-520.510	OPERATIONS EQUIPMENT MAINTENANCE	4,532	4,000	4,000	4,000	-
100-210-530.700	LIABILITY INSURANCE COUNTY SHERIFF SERVICES	735,889 6,431,181 20,393	805,270 6,598,744 32.000	805,270 6,598,744	858,534 6,915,455	53,264 316,712
100-210-530.701	4TH OF JULY SUPPRESSION SUBTOTAL	7,191,995	7,440,014	32,000 7,440,014	35,000 7,812,989	3,000 372,975
	GENERAL FUND TOTAL	7,191,995	7,440,014	7,440,014	7,812,989	372,975
		BLIC SAFETY				
	OPERATIONS		211-210)			
	LIABILITY INSURANCE COUNTY SHERIFF SERVICES	13,200 110,000	18,275 149,759	18,275 149,759	17,998 145,045	(277) (4,714)
	SUBTOTAL	123,200	168,034	168,034	163,043	(4,991)
	STATE GRANT FUND TOTAL	123,200	168,034	168,034	163,043	(4,991)
		BLIC SAFETY				
		ORCEMENT EQUI	PMENT (213-)	210)		
213-210-550.400	OPERATIONS OTHER EQUIPMENT	468	5,000	5,000	5,000	-
	SUBTOTAL STATE GRANT FUND TOTAL	468 468	5,000 5,000	5,000 5,000	5,000 5,000	-
	STATE GRANTFOND TOTAL	400	3,000	3,000	3,000	
		BLIC SAFETY ASSISTED GRAN				
	OPERATIONS		(204 210)			
234-210-530.701	4TH OF JULY SUPPRESSION SUBTOTAL	-	11,233 11,233	11,233 11,233	10,000 10,000	(1,233) (1,233)
	JAG GRAND TOTAL	-	11,233	11,233	10,000	(1,233)
			20E			
		BLIC SAFETY		5-210)		
285-210-530.100	OPERATIONS CONTRACT SERVICES	-	261,600	261,600	-	(261,600)
	OTHER EQUIPMENT ARPA FUND TOTAL	135,150 135,150.00	32,602 294,202	32,602 294,202	-	(32,602) (294,202)
	ALL FUNDS TOTAL	7,450,813	7,918,483	7,918,483	7,991,032	72,549

Dept.:	Public Safety		Program:	Police Services - 210
Account No	o. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Fund:	100 - General Fund			
520.510	<u>Operations</u> Equipment Maintenance	4,000	4,000	Vehicle washing, laser certification and maintenance of other equipment as
525.200 530.700	Liability Insurance County Sheriff Services	805,270 6,598,744		necessary. 13% of County Sheriff services contract. General and specialized public safety services 4.37% increase.
530.701	4th of July Suppression GENERAL FUND TOTAL	32,000 7,440,014	35,000 7,812,989	4th of July Suppression.
Fund:	211 - State COPS Grant			
525.200 530.700	<u>Operations</u> Liability Insurance County Sheriff Services	18,275 149,759		County Sheriff services contract. Portion of general and specialized public safety services paid from COPS grant.
	COPS GRANT FUND TOTAL	168,034	163,043	
Fund:	213 - CA Law Enforcement Equipment			
550.400	Operations Other Equipment CALEE FUND TOTAL	5,000 5,000	5,000 5,000	[
Fund:	234 - Justice Assisted Grant			
530.701	Operations 4th of July Suppression JAG TOTAL	11,233 11,233	10,000 10,000	4th of July Suppression.
Fund:	285 - American Rescue Plan Act Fund			
530.100 550.400	Operations Contract Services Other Equipment ARPA TOTAL	261,600 32,602 294,202		
	PUBLIC SAFETY TOTAL	7,918,483	7,991,032	

MUNICIPAL SERVICES - 300

r						
ACCOUNT		ACTUAL	PROJECTED ACTUAL	AMENDED BUDGET	ADOPTED BUDGET	CHANGE FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	
NONDER	DESCRIPTION	2023-24	2024-23	2024-23	2023-20	TRIORTEAR
	PERSONNEL					
100-300-501 100	SALARIES - FULL-TIME	856.469	857,881	857,881	859,664	1,783
	SALARIES - PART-TIME	32.273	98,286	98,286	132,117	33,831
	SALARIES - OVERTIME	2,641	5,000	5,000	2,500	(2,500)
	LONGEVITY PAY	3,000	2,600	2,600	2,850	250
	AUTO ALLOWANCE	3,000	3,900	3,900	3,900	-
	MANDATORY LEAVE	0,000	-	0,000	-	-
	FLEXIBLE BENEFITS	144,507	189,643	189,643	201.644	12,001
100-300-505.200		105,271	108,963	108,963	109,325	362
	MEDICARE CONTRIBUTION	14,019	13,811	13.811	14,327	516
	CITY-PAID INSURANCE	4,117	4,112	4,112	4,112	-
100 000 000.700	SUBTOTAL	1,165,295	1,284,196	1,284,196	1,330,439	46,243
	SOBIOTILE	1,100,200	1,204,100	1,204,100	1,000,400	+0,2+0
	OPERATIONS					
100-300-510.100	OFFICE SUPPLIES	3,983	4,000	4,000	3,500	(500)
100-300-510.200	REPROGRAPHICS	911	2,500	2,500	2,000	(500)
100-300-510.500	UNIFORMS	3.142	4,000	4,000	4,000	-
100-300-510.600	STAFF DEVELOPMENT	563	1,000	1,000	1,000	-
100-300-510.610	MEMBERSHIP/DUES	325	500	500	500	-
100-300-520.130	JANITORIAL SUPPLIES	-	200	200	200	-
100-300-520.510	EQUIPMENT MAINTENANCE	1,137	1,500	1,500	1,500	-
100-300-520.600	VEHICLE MAINTENANCE	13,769	14,000	14,000	9,500	(4,500)
100-300-520.610	VEHICLE FUEL	15,493	15,750	15,750	15,750	-
100-300-530.100	CONTRACT SERVICES	115,774	211,720	211,720	544,500	332,780
100-300-530.200	PROFESSIONAL SERVICES	40	600	600	600	-
100-300-530.500	LEGAL ADS	-	1,000	1,000	1,000	-
100-300-540.170	ABATEMENT COSTS	15,175	10,000	10,000	10,000	-
100-300-540.200	SPECIAL EXPENSES	5,119	7,700	7,700	7,700	-
100-300-540.400	SPECIAL EVENTS		-	-	-	-
100-300-540.740	FIELD OF HONOR	3,143	5,000	5,000	5,000	-
100-300-540.750	HEALTH, SAFETY & PET FAIR	8,781	7,000	7,000	7,000	-
100-300-540.760	NATIONAL NIGHT OUT	2,184	2,200	2,200	2,200	-
100-300-540.761	NEIGHBORHOOD WATCH	301	2,000	2,000	1,500	(500)
100-300-540.763	PUBLIC SAFETY OUTREACH	1,089	2,000	2,000	1,200	(800)
100-300-550.100	OFFICE FURNITURE	444	1,500	1,500	1,500	-
	SUBTOTAL	191,373	294,170	294,170	620,150	325,980
	GENERAL FUND TOTAL	1,356,668	1,578,366	1,578,366	1,950,589	372,223

GENERAL FUND (100-300)

	AMERICAN RESCUE PLAN ACT FUND (285-300)									
	OPERATIONS									
285.300.530.100	CONTRACT SERVICES	-	249,412	249,412	-	(249,412)				
285.300.550.300	VEHICLES	(1,240)	35,000	35,000	-	(35,000)				
	ARPA FUND TOTAL	(1,240.00)	284,412	284,412	-	(284,412)				
	ALL FUNDS TOTAL	1,355,428	1,862,778	1,862,778	1,950,589	87,811				

Dept:	Municipal Services		Program:	Municipal Services - 300
Account No	b. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
7100004111110		202120	2020 20	Decomption
Fund:	100 - General Fund			
	Personnel			
501.100	Salaries - Full-Time	857,881	859,664	Full time salary for 10 Municipal Services staff.
501.300	Salaries - Part-Time	98,286	132,117	4 Part Time Staff: 1 Code Enforcement and 1 Municipal Svcs Officer (parking & animal control), 1 Emergency Preparedness Officer, and 1 Office Assistant (new for FY25/26).
501.400	Salaries - Overtime	5,000	2,500	Overtime for scheduled and unscheduled events and assignments, including the annual Pet Fair.
501.500	Longevity Pay	2,600	2,850	Per MOU.
501.600	Auto Allowance	3,900	3,900	Auto Allowance.
501.900	Mandatory Leave	-		Mandatory Leave.
505.100	Flexible Benefits	189,643		Employee health benefits.
505.200	Retirement	108,963		PERS City portion Deferred Compensation Match.
505.300	Medicare	13,811		Federal Medicare 1.45% of salary personnel.
505.100	City-Paid Insurance	4,112	4,112	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	1,284,196	1,330,439	-
		1,204,100	1,000,400	-
	Operations			
510.100	Office Supplies	4,000		Office supplies based on historical cost.
510.200	Reprographics	2,500	2,000	Printing costs for Administrative Citations, 72- Hour Parking Warning Notice, and other required forms and flyers.
510.500	Uniforms	4,000	4,000	Costs for employee uniforms: pants, jacket, shirts, boots belts, hats, and other necessary
				items.
510.600	Staff Development	1,000	1,000	Includes training and seminars for all municipal services staff, and certification classes.
510.610	Membership/Dues	500	500	Membership for employees for appropriate professional organizations.
520.130	Janitorial Supplies	200	200	Includes animal control cleaning supplies and additional items as needed.
520.510	Equipment Maintenance	1,500	1,500	Animal control equipment.
520.600	Vehicle Maintenance	14,000		Routine department vehicle maintenance. Purchase and installation of light bars for new vehicles.
520.610	Vehicle Fuel	15,750	15,750	Fuel for department vehicles.

Dept:	Municipal Services		Program:	Municipal Services - 300
Account No	b. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
530.100	Contract Services	211,720		Contract costs for SPCA \$167,800; County Animal Control; \$8,000; veterinarian services \$6,000, Everbridge \$19,500 (Emergency Alert System); SouthWest \$343,200
530.200	Professional Services	600	600	Hearing officer for contested parking citations (\$25 per hearing when exceeding more than five contested citations in a month; estimate 24 per year).
530.500	Legal Ads	1,000	1,000	Publication cost for legal ads.
540.170	Abatement Costs	10,000		For Code Enforcement receivership or
				abatement costs.
540.200	Special Expenses	7,700	7,700	Supports Beautification Committee events \$3,400: Home awards, Holiday decorating contest, Clean up week; banners, flyers, gift certificates. Annual cost allocation for Office of Disaster Management for Area G \$4,300.
540.400	Special Events	-	-	
540.740	Field of Honor	5,000	5,000	Field of Honor event for Veterans Day.
540.750	Health, Safety & Pet Fair	7,000		Health, Safety and Pet Fair event.
540.760	National Night Out	2,200		National Night Out.
540.761	Neighborhood Watch	2,000		Neighborhood Watch.
540.763	Public Safety Outreach	2,000		Public Safety Outreach.
550.100	Office Furniture	1,500		Replacement of front office desks.
	Subtotal	294,170	620,150	-
	GENERAL FUND TOTAL	1,578,366	1,950,589	
Fund:	285 - American Rescue Plan Act Fund			
	<u>Capital</u>			
530.100	Contract Services	249,412		City-Wide private armed security
550.300	Vehicles	35,000	-	Vehicle for MSD
	ARPA TOTAL	284,412	-	<u>.</u>
	ALL FUNDS TOTAL	1,862,778	1,950,589	

100-310-501.300 SALARIES - PART-TIME 11,208 - - - 100-310-501.400 SALARIES - OVERTIME - - - - 100-310-501.500 LONCEVITY 400 - - - 40 100-310-501.600 AUTO ALLOWANCE 482 390 390 390 100-310-501.000 MADATORY LEAVE - - - - 100-310-505.000 RETIREMENT 10,029 7.586 7.586 16,131 8, 100-310-505.000 RETIREMENT 5,608 5,162 5,162 7,225 2, 100-310-505.000 RETIREMENT 5,608 5,162 5,3051 88,966 35, 500-310-505.000 RETIREMENT 2,852 4,000 4,000 4,000 1,000	ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-2025	AMENDED BUDGET 2024-2025	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
100-310-501.100 SALARIES - FULL-TIME 58,385 39,177 39,177 64,056 24, 100-310-501.300 SALARIES - PART-TIME 11,208 - - - - 100-310-501.500 LONNEVITY 400 - - - 40 100-310-501.500 LONNEVITY 400 - - 40 100-310-501.500 LONNEVITY 400 - - 40 100-310-501.500 MANDATORY LEAVE - - - - 100-310-505.000 RETIREMENT 10,029 7,586 7,586 16,131 8, 100-310-505.000 RETIREMENT 5,508 5,162 5,122 7,225 2, 100-310-505.000 RETICEMENT 5,508 5,612 7,525 2, 100-310-510.200 REPROGRAPHICS 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,852 4,000 4,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000 1,000<							
100-310-501.300 SALARIES - PART-TIME 11,208 - - - 100-310-501.400 SALARIES - OVERTIME - - - - 100-310-501.600 AUTO ALLOWANCE 482 390 390 390 100-310-501.600 AUTO ALLOWANCE 482 390 390 390 100-310-501.600 AUTO ALLOWANCE 482 390 390 390 100-310-505.100 FLEXIBLE BENEFIT 10,029 7,586 7,586 16,131 8, 100-310-505.200 RETIREMENT 5,508 5,162 5,162 7,225 2, 100-310-505.700 CITY - PAID INSURANCE 247 173 173 198 5UBTOTAL 87,454 53,051 53,051 88,966 35, 100-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.400 DEFROGRAPHICS 2,584 3,500 1,500 (2,000 1,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 1,000 1,000 1,000 1							
100-310-501.400 SALARIES - OVERTIME -				39,177	39,177	64,056	24,879
100-310-501.500 LONGEVITY 400 - - 40 100-310-501.600 AUTO ALLOWANCE 482 390 390 390 100-310-501.000 FLEXIBLE BENEFIT 10.029 7.586 7.586 16.131 8, 100-310-505.100 FLEXIBLE BENEFIT 5.508 5.162 5.162 7.225 2, 100-310-505.200 RETREMENT 5.508 5.162 5.162 7.225 2, 100-310-505.700 CITY -PAID INSURANCE 247 173 173 198 SUBTOTAL 87,454 53.051 53.051 88.966 35, 100-310-510.200 REPROGRAPHICS 2,582 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,582 4,000 1,000 1,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 100-310-510.600 TRAVELMEETINGS 908.32 1,000 1,000 1,000 100-310-50.501 CUPMENT MAINT - - - - - 100-310-50.501 GUPMENT			11,208	-	-	-	-
100-310-501.600 AUTO ALLOWANCE 482 390 390 100-310-501.900 MANDATORY LEAVE - <td></td> <td></td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td>				-	-		-
100-310-501.900 MANDATORY LEAVE - <th< td=""><td></td><td></td><td></td><td>-</td><td>-</td><td></td><td>40</td></th<>				-	-		40
100-310-505.100 FLEXIBLE BENEFIT 10,029 7,586 7,586 16,131 8, 100-310-505.200 RETIREMENT 5,508 5,162 5,162 7,225 2, 100-310-505.200 RETIREMENT 5,508 5,162 5,162 7,225 2, 100-310-505.700 CITY -PAID INSURANCE 247 173 173 198 SUBTOTAL 87,454 53,051 53,051 88,966 35, 00-310-510.200 REPROGRAPHICS 2,852 4,000 4,000 100,000 1,0			482	390	390		-
100-310-505.200 RETIREMENT 5,508 5,162 5,162 7,225 2, 100-310-505.300 MEDICARE 1,193 563 563 926 100-310-505.300 CITY -PAID INSURANCE 247 173 173 198 SUBTOTAL 87,454 53,051 53,051 88,966 35, 00-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,854 3,500 3,500 1,500 (2,000) 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 1000 1000 1000 1,000 <				-	-		-
100-310-505.300 MEDICARE 1,193 563 563 926 100-310-505.700 CITY -PAID INSURANCE 247 173 173 198 SUBTOTAL 87,454 53,051 53,051 88,966 35, OPERATIONS 00-310-510.00 REPROGRAPHICS 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,584 3,500 3,500 1,500 (2,100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 1,000			10,029		,	,	8,545
100-310-505.700 CITY -PAID INSURANCE 247 173 173 198 SUBTOTAL 87,454 53,051 53,051 88,966 35, 00-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,584 3,500 3,500 1,500 (2,000 2,000 1,000 <			5,508				2,063
SUBTOTAL 87,454 53,051 53,051 88,966 35, 100-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,584 3,500 3,500 1,500 (2, 100-310-510.200 REPROGRAPHICS 2,584 3,500 3,500 1,500 (2, 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 10000 100000 100000 100000 <td></td> <td></td> <td>1,193</td> <td></td> <td></td> <td></td> <td>363</td>			1,193				363
OPERATIONS 100-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,584 3,500 3,500 1,500 (2,100-310-510.400) 100-310-510.400 SUBSCRIP/PUBLICATIONS 215 1,000 1,000 1,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 100-310-510.600 TRAVEL/MEETINGS 908.32 1,000 1,000 1,000 100-310-510.600 TRAVEL/MEETINGS 908.32 1,000 1,000 1,000 100-310-520.510 EQUIPMENT MAINT - - - - 100-310-530.200 PROFESSIONAL SERV - 26,100 26,100 26,100 100-310-530.200 PROFESSIONAL SERV - 2 - - 100-310-500.511 ARPA REIMBURSEMENT - - - - 100-310-700.279 STREET IMPROVEMENT 20/21 - 284,000 - (284, 100-310-700.280	100-310-505.700	CITY -PAID INSURANCE				198	25
100-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,584 3,500 1,500 (2, 100-310-510.600 SUBSCRIP/PUBLICATIONS 215 1,000 1,000 1,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 100-310-510.600 MEMBERSHIP/DUES 1,500 1,900 1,900 2,500 100-310-510.620 TRAVEL/MEETINGS 908.32 1,000 1,000 1,000 100-310-510.650 MILEAGE REIMB 186 200 200 200 100-310-520.510 EQUIPMENT MAINT - - - - 100-310-530.200 PROFESSIONAL SERV - 26,100 26,100 26,100 100-310-502.511 ARPA REIMBURSEMENT - - - - - 100-310-502.50 SPECIAL EXPENSES 127 5,000 5,000 5,000 100-310-700.208 STREET IMPROVEMENT 20/21 - 284,000 284,000		SUBTOTAL	87,454	53,051	53,051	88,966	35,915
100-310-510.100 OFFICE SUPPLIES 2,852 4,000 4,000 4,000 100-310-510.200 REPROGRAPHICS 2,584 3,500 1,500 (2, 100-310-510.600 SUBSCRIP/PUBLICATIONS 215 1,000 1,000 1,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 100-310-510.600 MEMBERSHIP/DUES 1,500 1,900 1,900 2,500 100-310-510.620 TRAVEL/MEETINGS 908.32 1,000 1,000 1,000 100-310-510.650 MILEAGE REIMB 186 200 200 200 100-310-520.510 EQUIPMENT MAINT - - - - 100-310-530.200 PROFESSIONAL SERV - 26,100 26,100 26,100 100-310-502.511 ARPA REIMBURSEMENT - - - - - 100-310-502.50 SPECIAL EXPENSES 127 5,000 5,000 5,000 100-310-700.208 STREET IMPROVEMENT 20/21 - 284,000 284,000		OPERATIONS					
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100-310-510.400 SUBSCRIP/PUBLICATIONS 215 1,000 1,000 1,000 100-310-510.600 STAFF DEVELOPMENT - 2,000 2,000 2,000 100-310-510.610 MEMBERSHIP/DUES 1,500 1,900 1,900 2,500 100-310-510.620 TRAVEL/MEETINGS 908.32 1,000 1,000 1,000 100-310-510.650 MILEAGE REIMB 186 200 200 200 100-310-530.100 CONTRACT SERVICES 109,563 100,000 100,000 26,100 100-310-540.200 SPECIAL EXPENSES 127 5,000 5,000 5,000 100-310-540.201 ARPA REIMBURSEMENT - - - - 100-310-700.203 STREET IMPROVEMENT 20/21 - 284,000 284,000 - (284, 100-310-700.228 STREET IMPROVEMENT 20/21 - 284,000 284,000 - (284, 100-310-700.282 STREET IMPROVEMENT 21/22 - 284,000 - (284, 100-310-700.300				,	,	,	(2,000)
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100-310-520.510 EQUIPMENT MAINT - <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td></t<>							-
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100-310-530.200 PROFESSIONAL SERV - 26,100 26,100 26,100 100-310-540.200 SPECIAL EXPENSES 127 5,000 5,000 5,000 100-310-580.151 ARPA REIMBURSEMENT - - - - SUBTOTAL 117,934 144,700 144,700 163,300 18, 100-310-700.279 STREET IMPROVEMENT 20/21 - 284,000 - (284, 100-310-700.280) STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.280) STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.380) STREET IMPROVEMENT 22/23 42,734 284,000 284,000 - (284, 100-310-700.380) STREET IMPROVEMENT 23/24 - - - 284,000 284,000 284,000 100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, 100-310.700.304 STREET IMPROVEMENT 25/26 - - - 284,000 284, 100-310.700.294 STREET IMPROVEMENT 25/26 - - -			-	-		-	-
100-310-540.200 SPECIAL EXPENSES 127 5,000 5,000 5,000 100-310-580.151 ARPA REIMBURSEMENT -			,	,	,	,	20,000
100-310-580.151 ARPA REIMBURSEMENT - <				,	,	,	-
SUBTOTAL 117,934 144,700 144,700 163,300 18, CAPITAL - 284,000 - (284, 100-310-700.279 STREET IMPROVEMENT 20/21 - 284,000 284,000 - (284, 100-310-700.280 STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.282 STREET IMPROVEMENT 22/23 42,734 284,000 284,000 - (284, 100-310-700.300 STREET IMPROVEMENT 23/24 - - - 284,000 284,000 284,000 284, 100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, 100-310-700.301 STREET IMPROVEMENT 25/26 - - - 284,000 284, 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 100,000 SUBTOTAL 42,734 952,000 952,000 952,000 100,000			127	5,000	5,000	5,000	-
CAPITAL 100-310-700.279 STREET IMPROVEMENT 20/21 - 284,000 284,000 - (284, 100-310-700.280 STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.280 STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.282 STREET IMPROVEMENT 22/23 42,734 284,000 284,000 - (284, 100-310-700.300 STREET IMPROVEMENT 23/24 - - - 284,000 284, 100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, 100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 100,000 SUBTOTAL 42,734 952,000 952,000 952,000 100,000 100,000	100-310-580.151		-	-	-	-	- 18,600
100-310-700.279 STREET IMPROVEMENT 20/21 - 284,000 284,000 - (284, 100-310-700.280) 100-310-700.280 STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.282) 100-310-700.282 STREET IMPROVEMENT 22/23 42,734 284,000 284,000 - (284, 100-310-700.300) STREET IMPROVEMENT 23/24 - - - 284,000		SUBTUTAL	117,934	144,700	144,700	163,300	18,600
100-310-700.280 STREET IMPROVEMENT 21/22 - 284,000 284,000 - (284, 100-310-700.282) 100-310-700.282 STREET IMPROVEMENT 22/23 42,734 284,000 284,000 - (284, 100-310-700.300) 100-310-700.300 STREET IMPROVEMENT 23/24 - - - 284,000 284, 100-310-700.301) Need to Create STREET IMPROVEMENT 24/25 - - - 284,000 284, 100-310.700.294 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 100,000 SUBTOTAL 42,734 952,000 952,000 952,000 100-310,000		CAPITAL					
100-310-700.282 STREET IMPROVEMENT 22/23 42,734 284,000 284,000 - (284, 100-310-700.300) 100-310-700.300 STREET IMPROVEMENT 23/24 - - - 284,000 284, 284,000 284, 284,000 284,000	100-310-700.279	STREET IMPROVEMENT 20/21	-	284,000	284,000	-	(284,000)
100-310-700.300 STREET IMPROVEMENT 23/24 - - - 284,000 284, 100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, Need to Create STREET IMPROVEMENT 25/26 - - - 284,000 284, 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 284, SUBTOTAL 42,734 952,000 952,000 952,000 952,000	100-310-700.280	STREET IMPROVEMENT 21/22	-	284,000	284,000	-	(284,000)
100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, Need to Create STREET IMPROVEMENT 25/26 - - - 284,000 284, 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 100,000 SUBTOTAL 42,734 952,000 952,000 952,000 100,000	100-310-700.282	STREET IMPROVEMENT 22/23	42,734	284,000	284,000	-	(284,000)
100-310-700.301 STREET IMPROVEMENT 24/25 - - - 284,000 284, Need to Create STREET IMPROVEMENT 25/26 - - - 284,000 284, 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 100,000 SUBTOTAL 42,734 952,000 952,000 952,000 100,000	100-310-700.300	STREET IMPROVEMENT 23/24	-	-	-	284,000	284,000
Need to Create STREET IMPROVEMENT 25/26 - - - 284,000 284, 100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 100,000 284, SUBTOTAL 42,734 952,000 952,000 952,000 284,	100-310-700.301	STREET IMPROVEMENT 24/25	-	-	-	284,000	284,000
100-310.700.294 FACILITY NEEDS ASSESSMENT & FEASIBILITY - 100,000 100,000 SUBTOTAL 42,734 952,000 952,000 952,000	Need to Create	STREET IMPROVEMENT 25/26	-	-	-	,	284,000
SUBTOTAL 42,734 952,000 952,000 952,000			-	100,000	100,000	,	- ,
GENERAL FUND TOTAL 248,121 1,149,751 1,149,751 1,204,266 54,			42,734	,			-
<u>GENERAL FUND TOTAL</u> 248,121 1,149,751 1,149,751 1,204,266 54,			· ·				
		GENERAL FUND TOTAL	248,121	1,149,751	1,149,751	1,204,266	54,515

PUBLIC WORKS ADMINISTRATION - 310 GENERAL FUND (100-310)

PUBLIC WORKS ADMINISTRATION - 310 GAS TAX FUND (201-310)

	OPERATIONS					
201-310-530.100	CONTRACT SERVICES	-	10,000	10,000	10,000	-
201-310-530.200	PROFESSIONAL SERVICES	-	20,000	20,000	20,000	-
201-310-560.100	OPERATING TRANSFER OUT	-	-	-	-	-
	SUBTOTAL	-	30,000	30,000	30,000	-
	CAPITAL					
	CULVERT REPAIRS	-	100,000	100,000	100,000	-
	ADA REPAIRS		-	-	150,000	150,000
	SUBTOTAL	-	100,000	100,000	250,000	150,000
	GAS TAX FUND TOTAL	-	130,000	130,000	280,000	150,000

	DESCRIPTION	ACTUAL 2023-24	ACTUAL 2024-2025	BUDGET 2024-2025	BUDGET 2025-26	CHANGE FROM PRIOR YEAF
	PUBLIC WORKS AL PROP A FU	DMINISTR JND (206-310		0		
	CAPITAL					
206-310-700.297	BUS PAD IMPROVEMENTS	324,667	-	-	-	-
	SUBTOTAL	324,667	-	-	-	-
	PROP A FUND TOTAL	324,667	-	-	-	-
	PUBLIC WORKS A			0		
	PROP C FL	JND (207-31)	0)			
	PERSONNEL					
207-310-501.100	SALARIES - FULL-TIME	106,813	171,585	171,585	155,952	(15,63
207-310-501.300	SALARIES - PART-TIME				-	-
	SALARIES - OVERTIME	29	-	-	-	-
207-310-501.500		65	20	20	20	_
	AUTO ALLOWANCE	917	2,730	2,730	2,730	
	MANDATORY LEAVE	517	2,750	-	2,750	-
		40.070				-
	FLEXIBLE BENEFIT	13,670	23,705	23,705	20,164	(3,54
207-310-505.200		11,375	26,036	26,036	24,175	(1,86
	MEDICARE CONTRIBUTION	1,570	2,479	2,479	2,256	(22
207-310-505.700	CITY -PAID INSURANCE	491	599	599	500	(9
	SUBTOTAL	134,930	227,154	227,154	205,797	(21,35
	OPERATIONS					
		-	15,000	15,000	15,000	-
207-310-530.200	PROFESSIONAL SERVICES SUBTOTAL	-	60,000 75,000	60,000 75,000	170,000 185,000	110,00 110,00
	SUBTUTAL	-	75,000	75,000	165,000	110,00
207 210 700 201	CAPITAL ANNUAL CITYWIDE SIGN REPLACE PROJ 2021-22	251.722			250.000	250.00
	STREET IMPROVEMENT 22/23 PROJECT	169,388	- 259.000	- 259.000	200,000	(259,00
	STREET IMPROVEMENT 22/23 PROJECT	-	214,000	214,000	214,000	(209,00
	STREET IMPROVEMENT 23/24 PROJECT	-	746,000	746,000	746,000	-
	STREET IMPROVEMENT 25/26 PROJECT	-	-	-	382,000	382,00
	ANNUAL SIDEWALK IMPROVEMENT PROGRAM		-	-	200,000	200,00
	ANNUAL CITYWIDE STRIPPING PROGRAM	38,396	-	-	250,000	250,00
	TSSP REDONDO BEACH BLVD	-	-	-	200,000	200,00
	SUBTOTAL	459,506	1,219,000	1,219,000	2,242,000	1,023,00
	PROP C FUND TOTAL	594,436	1,521,154	1,521,154	2,632,797	1,111,64

PUBLIC WORKS ADMINISTRATION - 310 USED OIL RECYCLING GRANT (216-310)

	OPERATIONS					
216-310-540.200	SPECIAL EXPENSES	2,883	5,000	-	-	-
	SUBTOTAL	2,883	5,000	-	-	-
	USED OIL RECYLING GRANT	2,883	5,000	-	-	-

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-2025	2024-2025	2025-26	PRIOR YEAR
	PUBLIC WORKS		ATION - 31	0		
	BEV CONTAINER RE	CYCLING GRA	ANT (227-310)			
	OPERATIONS					
227-310-540.500	SPECIAL EXPENSES	1,299	8,136	16,216	16,115	(10
227-310-560.100	OPERATING TRANSFER OUT	-	-	-	-	-
	SUBTOTAL	1,299	8,136	16,216	16,115	(10
	BEV CONTAINER RECYCLING GRANT TOTAL	1.299	8,136	16,216	16,115	(10
	PUBLIC WORKS		ATION 24	0		
		RE R (244-310		0		
	PERSONNEL					
244-310-501.100	SALARIES - FULL-TIME	16,990	33,774	33,774	18,142	(15,63
	SALARIES - OVERTIME	-			-	-
244-310-501.500		-	-	-	-	-
244-310-501.900	MANDATORY LEAVE	-	-	-	-	-
244-310-505.100	FLEXIBLE BENEFIT	3,401	9,482	9,482	5,041	(4,44
244-310-505.200	RETIREMENT	1,305	3,365	3,365	1,421	(1,94
244-310-505.300	MEDICARE CONTRIBUTION	298	481	481	259	(22
244-310-505.700	CITY -PAID INSURANCE	100	198	198	99	(9
	SUBTOTAL	22,095	47,300	47,300	24,962	(22,33
	CADITAL					
244-310-700 280	CAPITAL STREET IMPROVEMENT 21/22	168,105	_	_		
	SIGN REPLACEMENT PROGRAM 2021-22	45.868	- 961.210	- 961.210	- 1,211,210	- 250,00
	ANNUAL SIDEWALK IMPROVEMENT PROG	40,000	500,000	500.000	500,000	200,00
		-	500,000	300,000	500,000	-

	MEASURE R TOTAL	236,067	2,515,588	2,515,588	2,236,172	(279,416)
	SUBTOTAL	213,973	2,468,288	2,468,288	2,211,210	(257,078)
244-310-700.	303 RBB MEDIAN IRRIGATION	-	250,000	250,000	250,000	-
244-310-700.	286 ANNUAL CITYWIDE STRIPING PROGRAM	-	250,000	250,000	250,000	-
244-310-700.	284 LOCAL ROADWAY SAFETY IMPROV. SIGNS	-	507,078	507,078	-	(507,078)
244-310-700.	285 ANNUAL SIDEWALK IMPROVEMENT PROG	-	500,000	500,000	500,000	-

PUBLIC WORKS ADMINISTRATION - 310 MEASURE M LOCAL RETURN (272-310)

	PERSONNEL					
272-310-501.100	SALARIES - FULL-TIME	-	10,132	-	9,456	9,456
272-310-501.300	SALARIES - PART-TIME	-	-	-	-	
272-310-501.400	SALARIES - OVERTIME	-	-	-	-	-
272-310-501.500	LONGEVITY	-	-	-	-	-
272-310-501.600	AUTO ALLOWANCE	-	202	-	195	195
272-310-501.900	MANDATORY LEAVE	-	-	-	-	-
272-310-505.100	FLEXIBLE BENEFIT	-	650	-	1,008	1,008
272-310-505.200	RETIREMENT	-	1,315	-	1,578	1,578
272-310-505.300	MEDICARE CONTRIBUTION	-	154	-	137	137
272-310-505.700	CITY -PAID INSURANCE	-	26	-	27	27
	SUBTOTAL	-	12,479	-	12,401	12,401

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-2025	AMENDED BUDGET 2024-2025	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
	CAPITAL					
272-310-700.279	STREET IMPROVEMENT 20/21	-	-	-		-
272-310-700.280	STREET IMPROVEMENT 21/22	6,491	-	-		-
272-310-700.281	SIGN REPLACEMENT PROGRAM 2021-22	-	479,931	479,931	479,931	-
272-310-700.282	STREET IMPROVEMENT 22/23	122,000	122,000	122,000	-	(122,000)
272-310-700.300	STREET IMPROVEMENT 23/24	-	317,000	317,000	317,000	-
272-310-700.301	STREET IMPROVEMENT 24/25	-	300,000	300,000	300,000	-
	STREET IMPROVEMENT 25/26	-	-	-	46,000	46,000
272-310-700.285		-	350,000	350,000	500,000	150,000
	PRAIRE AVE TSSP MATCH	-	100,000	100,000	-	(100,000)
	HAWTHORNE BLVD TSSP MATCH	-	195,400	195,400	-	(195,400)
272-310-700.308		-	20,000	20,000	20,000	-
	ROSECRANS AVE TSSP MATCH	-	200,000	200,000	200,000	-
	SLURRY SEAL PROJECT	-	250,000	250,000	250,000	-
272-310-700.305	HAWTHORNE BLVD STREET IMPROVEMENT	-	500,000	500,000	1,500,000	1,000,000
	SUBTOTAL	128,491	2,834,331	2,834,331	3,612,931	778,600
	MEASURE M TOTAL	128,491	2,846,810	2,834,331	3,625,332	791,001

PUBLIC WORKS ADMINISTRATION - 310 SB1 GAS TAX STREET REHAB (274-310)

	PERSONNEL					
274-310-501.100	SALARIES - FULL-TIME	37,170	39,196	39,196	23,563	(15,633)
274-310-501.400	SALARIES - OVERTIME	-	-	-	-	-
274-310-501.500	LONGEVITY	-	20	20	20	-
274-310-501-900	MANDATORY LEAVE	-	-	-	-	-
274-310-505.100	FLEXIBLE BENEFIT	6,176	10,430	10,430	6,049	(4,381)
274-310-505.200	RETIREMENT	3,821	4,036	4,036	2,095	(1,941)
274-310-505.300	MEDICARE	566	559	559	337	(222)
274-310-505.700	CITY -PAID INSURANCE	179	218	218	119	(99)
	SUBTOTAL	47,912	54,459	54,459	32,183	(22,276)
	<u>CAPITAL</u>					
274-310-700.279	STREET IMPROVEMENT 20/21	-	-	-	-	-
274-310-700.280	STREET IMPROVEMENT 21/22	471,413	-	-	-	-
274-310-700.282	STREET IMPROVEMENT 22/23	214,390	522,000	522,000	-	(522,000)
274-310-700.300	STREET IMPROVEMENT 23/24	-	536,000	536,000	536,000	-
274-310-700.301	STREET IMPROVEMENT 24/25	-	510,000	510,000	510,000	-
Need to Create	STREET IMPROVEMENT 25/26	-	-	-	541,000	541,000
	SUBTOTAL	685,803	1,568,000	1,568,000	1,587,000	19,000
	SBI GAS TAX TOTAL	733,715	1,622,459	1,622,459	1,619,183	(3,276)

PUBLIC WORKS ADMINISTRATION - 310 AB939 (276-310)

	PERSONNEL					
276-310-501.100	SALARIES - FULL-TIME	58,451	102,904	102,904	123,286	20,382
276-310-501.500	LONGEVITY PAY	0	260	260	280	20
276-310-501.600	AUTO ALLOWANCE	334	390	390	195	(195)
276-310-501.900	MANDATORY LEAVE	0	-	-	-	-
276-310-505.100	FLEXIBLE BENEFIT	7,296	18,016	18,016	28,230	10,214
276-310-505.200	RETIREMENT	6,274	13,218	13,218	14,028	810
276-310-505.300	MEDICARE CONTRIBUTION	820	1,478	1,478	1,773	295
276-310-505.700	CITY-PAID INSURANCE	223	391	391	562	171
	SUBTOTAL	73,399	136,657	136,657	168,354	31,697

ACCOUNT		ACTUAL	PROJECTED ACTUAL	AMENDED BUDGET	ADOPTED BUDGET	CHANGE FROM
NUMBER	DESCRIPTION	2023-24	2024-2025	2024-2025	2025-26	PRIOR YEAF
HOMBER	OPERATIONS	2020 21	20212020	20212020	2020 20	THORE IE
276-310-530 100	CONTRACT SERVICES	-	-	-	-	-
	OPERATING TRANSFERS OUT	-	-	-	-	-
	SUBTOTAL	-	-	-	-	-
	AB939 TOTAL	73,399	136,657	136,657	168,354	31,697
	PUBLIC WORKS A			0		
	MEASURE A PARKS	PROJECT FUI	ND (281-310)			
	CAPITAL					
281-310-700.288	YOUTH DEVELOPMENT CENTER CATEGORY 1	-	780,000	780,000		(780,000
281-310-700.289	YOUTH DEVELOPMENT CENTER CATEGORY 2	-	585,000	585,000		(585,000
	SUBTOTAL	-	1,365,000	1,365,000	-	(1,365,000
	MEASURE A PARKS PROJECT FUND TOTAL	-	1,365,000	1,365,000	-	(1,365,000
	PUBLIC WORKS A		ATION - 31	0		
		e W (282-310)		•		
	DEBCONNEL					
000 040 504 400	PERSONNEL	0.470	44.070	44.070	44.070	
	SALARIES - FULL-TIME	8,176	14,878	14,878	14,878	-
282-310-501.500		-	20	20	20	-
	AUTO ALLOWANCE	67	195	195	195	-
	MANDATORY LEAVE	-	-	-	-	-
	FLEXIBLE BENEFIT	924	1,896	1,896	2,016	120
282-310-505.200		872	2,243	2,243	2,252	ę
282-310-505.300		112	215	215	215	-
282-310-505.700	CITY -PAID INSURANCE	31	47	47	47	-
	SUBTOTAL	10,182	19,494	19,494	19,623	129
202 210 520 200	OPERATIONS PROFESSIONAL SVCS	78,173	92,000	92,000	92,000	
202-310-330.200	SUBTOTAL	78,173	92,000	92,000	92,000	-
	SUBTUTAL	78,173	92,000	92,000	92,000	-
282-310-700.310	CATCH BASIN RETROFIT	-	250,000	250,000	500,000	250,000
	SUBTOTAL	-	250,000	250,000	500,000	250,000
	MEASURE W GRANT	88,355	361,494	361,494	611,623	250,129
	PUBLIC WORKS		ATION - 31	0		
	AMERICAN RESCI			-		
	<u>CAPITAL</u>					
	VEHICLE MAINTENANCE	9,923	-	-	-	-
	CONTRACT SERVICES	95,400	-	-	-	-
	PW/CITY HALL ROOF REPAIR	45,606	-	-	-	-
285-310-700.290	PWD SECURITY IMPROVEMENT	-	250,000	250,000	-	(250,000
	LASD FACILITY IMPROVEMENT	224,069	-	-	-	-
	PARKING LOT REHABILITATION	607,244			-	-
	PWD/CITY HALL FACILITY NEEDS PROJECT	-	3,000,000	3,000,000	3,000,000	-
285-310-700.299	HAWTHORNE BLVD STREET IMPROVEMENT	-	300,000	300,000	300,000	-
					200,000	
285-310-700.305		-		1.000.000	700 000	(300.000
285-310-700.305	PARKS IRRIGATION SUBTOTAL	- 982,241	1,000,000 4,550,000	1,000,000 4,550,000	700,000 4,000,000	(300,000) (550,000)

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT	RECORDETION	ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-2025	2024-2025	2025-26	PRIOR YEAR
	PUBLIC WORKS	ADMINISTR	ATION - 31	0		
	SB 1383 LOCAL ASSISTANCE F	RECYCLING PR	OGRAM FUND	0 (286-310)		
296 210 501 100	PERSONNEL SALARIES - FULL-TIME		31.142	21 142	14.878	(16.064)
286-310-501.100		-	31,142 80	31,142 80	14,070	(16,264) (60)
	AUTO ALLOWANCE	-	195	195	195	(00)
	FLEXIBLE BENEFIT	_	4,741	4,741	2,016	(2,725)
286-310-505.200		-	4,258	4,258	2,252	(2,006)
286-310-505.300		-	448	448	215	(233)
286-310-505.700	CITY -PAID INSURANCE	-	106	106	47	(59)
	SUBTOTAL	-	40,970	40,970	19,623	(21,347)
	OPERATIONS					
286-310-540.200	SPECIAL EXPENSES	-	135,193	48,344	86,849	38,505
	SUBTOTAL	-	135,193	48,344	86,849	38,505
	SB 1383 FUND TOTAL	-	176,163	89,314	106,472	17,158
	PUBLIC WORKS	ADMINISTR	ATION - 31	D		
	PLBP GRAI	NT FUND (288-	310)			
	CAPITAL					
	LOCAL ROAD SAFETY IMPROV. STREET	-	1,000,000	1,000,000	-	(1,000,000)
288-310-700.284	LOCAL ROAD SAFETY IMPROV. SIGNS	388,380	1,000,000	1,000,000	-	(1,000,000)
	SUBTOTAL	388,380	2,000,000	2,000,000	-	(2,000,000)
	PLBP FUND TOTAL	388,380	2,000,000	2,000,000	-	(2,000,000)
	PUBLIC WORKS		ATION - 31	0		
		NT FUND (289-		•		
	CAPITAL					
289-310-700.287	YOUTH DEVELOPMENT CENTER	-	4,000,000	4,000,000	4,000,000	-
	SUBTOTAL	-	4,000,000	4,000,000	4,000,000	-
	CNRA FUND TOTAL		4,000,000	4,000,000	4,000,000	
		2 002 057	00.000.040	00.004.004	00 500 044	(4 704 050)
	ALL FUNDS TOTAL	3,802,057	22,388,212	22,291,964	20,500,314	(1,791,650)

Account No.Line ItemAdopted BudgetBudget BudgetFund:100 - General FundFund:100 - General Fund501.100Salaries - Full-Time39,17764,056Full time salary allocation Public Works Director (Vacant) and 3 Public Works staff.501.100Salaries - Full-TimeOffice Assistant.501.500Longevity Pay0501.600Auto Allowance390390Director auto allowance501.500Longevity PayMandatory Leave505.100Mandatory LeaveMandatory Leave505.100Retirement7,18616,131 <employee benefits.<="" health="" td="">505.200Retirement5,1627,225PERS city contribution and deferred compensation match.505.700City-Paid Insurance173198City provide Iong-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).501.100Office Supplies4,0004,000Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies.510.100Office Supplies1,0001,000Local & State resources.510.200Reprographics3,5001,500Diditizing records, maps, and plans.510.400Subscriptions/Publications1,0001,000Local & State resources.510.600State Development2,0002,000Funding strainings, and works</employee>	Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
Fund: 100 - General Fund 901.100 Salaries - Full-Time 39,177 64,056 Full time salary allocation Public Works Director (Vacant) and 3 Public Works staff. 501.300 Salaries - Part-Time - - Office Assistant. 501.500 Longevity Pay - 40 Per MOU. 501.600 Auto Allowance 390 390 Director auto allowance. 505.100 Fisble Benefit 7.568 16,131 Employee health benefits. 505.200 Retirement 5,162 7.225 PERS edity contribution and deferred compensation match. 505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). Subtotal 53.051 88.966 510.200 Reprographics 3,500 1,500 Digitizing records retention supplies. 510.400 Subscriptions/Publications 1,000 1,000 Local & State resources.	Account No	. Line Item	Budget	Budget	Description
Status Description 501.100 Salaries - Fuil-Time 39,177 64.056 Fuil time salary allocation Public Works 501.300 Salaries - Part-Time - Office Assistant. 501.500 Longevity Pay - 40 Per MOU. 501.600 Mandatory Leave - 40 Per MOU. 505.100 Flexible Benefit 7,586 16,131 Employee health benefits. 505.200 Retirement 5,162 7,225 PERS city contribution and deferred compensation match. 505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). 505.700 City-Paid Insurance 53,051 88,966 510.100 Office Supplies 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.200 Reprographics 3,500 1,500 Local & Stafe resources. 510.600 Staff Development 2,000 2,000 Funding for trainings, conferences, workshops and seminars. 510.620 Travel/Meetings 1,000 1,0	Fund:	100 - General Fund			· · · ·
501.100 Salaries - Full-Time 39,177 64,056 Full time salary allocation Public Works Director (Vacant) and 3 Public Works staff. 501.300 Salaries - Part-Time - - Office Assistant. 501.500 Longevity Pay - 40 Per MOU. 501.900 Mandatory Leave - - Mandatory Leave. 505.200 Retirement 5,162 7,225 PERS city contribution and deferred compensation match. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). 505.700 City-Paid Insurance 3,500 1,600 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records relention supplies. 510.100 Office Supplies 3,500 1,000 1,000 Local & State resources. 510.600 Staff Development 2,000 2,000 Prolings, rainings, and vorkshops. 510.610 <td< td=""><td>i unu.</td><td></td><td></td><td></td><td></td></td<>	i unu.				
501.300 Salaries - Part-Time - - Office Assistant. 501.500 Longevity Pay - 40 Per MOU. 501.600 Auto Allowance 390 Director auto allowance. 501.900 Mandatory Leave - - Mandatory Leave. 505.100 Flexible Benefit 7.586 16.131 Employee health benefits. 505.200 Retirement 5.162 7.225 PERS city contribution and deferred compensation match. 505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP). life insurance, accidental death & dismemberment (AD&D). 505.700 Subtotal 53.051 88.966 510.100 Office Supplies 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.200 Reprographics 3,500 1,500 Digitizing records, maps, and plans. 510.610 Membership/Dues 1,000 1,000 Local & State resources. 510.610	501.100		39,177	64,056	
501.600 Autó Allówaróce 390 390 Director auto allowance. 501.900 Mandatory Leave - - Mandatory Leave. 505.100 Flexible Benefit 7,566 f6,131 Employee health benefits. 505.200 Retirement 5,162 7,225 PERS city contribution and deferred compensation match. 505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). 505.700 Subtotal 53.051 88,966 Operations 510.100 Office Supplies 4.000 4.000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.400 Subscriptions/Publications 1,000 1.000 Local & State resources. 510.610 Membership/Dues 1,900 2,000 Fort use of personal wetshops. 510.620 Travel/Meetings 1,000 1000 Local & State resources. 510.610 Membership/Dues	501.300	Salaries - Part-Time	-	-	
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505.100 Flexible Benefit 7,586 16,131 Employee health benefits. 505.200 Retirement 5,162 7,225 PERS city contribution and deferred compensation match. 505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismutence, accidental death & dismutence, accidental death & dismutence, file folders, binders, notebooks, and records retention supplies. 510.100 Operations 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.100 Reprographics 3,500 1,500 Digitizing records, maps, and plans. 510.200 Reprographics 1,000 1,000 Local & State resources. 510.600 Staff Development 2,000 2,000 Funding for trainings, conferences, workshops and seminars. 510.610 Membership/Dues 1,900 2,500 APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations. 510.620 Travel/Meetings 1,000 1,000 Local meetings, traininings, and workshops.	501.600	Auto Allowance	390	390	Director auto allowance.
505.200 Retirement 5,162 7,225 PERS city contribution and deferred compensation match. 505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided Iong-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & diamemberment (AD&D). subtotal 53.051 88,966 510.100 Office Supplies 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.100 Office Supplies 3,500 1,500 Digitizing records, maps, and plans. 510.200 Reprographics 3,500 1,000 Local & State resources. 510.400 Subscriptions/Publications 1,000 1,000 Local & State resources. 510.600 Staff Development 2,000 2,000 Funding for trainings, conferences, workshops and seminars. 510.620 Travel/Meetings 1,000 1,000 Local weetings, trainings, and workshops. 510.650 Mileage Reimbursement 200 200 For use of personal vehicles for official business use. 520.510 Equipment Maintenan	501.900	Mandatory Leave	-	-	Mandatory Leave.
505.300 Medicare 563 926 Federal Medicare 1.45% of salary personnel. 505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). 505.700 Operations 53.051 88,966 510.100 Office Supplies 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.100 Office Supplies 3,500 1,500 Digitizing records, maps, and plans. 510.200 Reprographics 3,500 1,000 1,000 Local & State resources. 510.600 Staff Development 2,000 2,000 Founding for trainings, conferences, workshops and seminars. 510.610 Membership/Dues 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Travel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Travel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Fravel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Fravel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 5		Flexible Benefit	7,586		
505.700 City-Paid Insurance 173 198 City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D). Subtotal 53,051 88,966 510.100 Operations Office Supplies 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.100 Reprographics 3,500 1,500 Digitizing records, maps, and plans. 510.200 Reprographics 1,000 Local & State resources. sorticings, conferences, workshops and seminars. 510.600 Staff Development 2,000 2,000 Funding for trainings, and workshops. 510.620 Travel/Meetings 1,000 1,000 Local & State resources. 510.620 Travel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Travel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Travel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.620 Travel/Meetings 1,000 1,000 City are county associations. 510.620 Travel/	505.200	Retirement	5,162	7,225	· · · · · · · · · · · · · · · · · · ·
Subtotal 53,051 88,966 510.100 Operations Office Supplies 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.200 Reprographics 3,500 1,500 Digitizing records, maps, and plans. 510.400 Subscriptions/Publications 1,000 1,000 Local & State resources. 510.600 Staff Development 2,000 2,000 Funding for trainings, conferences, workshops and seminars. 510.610 Membership/Dues 1,900 2,500 APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations. 510.620 Travel/Meetings 1,000 1,000 Local workshops. 510.650 Mileage Reimbursement 200 200 For use of personal vehicles for official business use. 520.510 Equipment Maintenance - - Office equipment repairs and maintenance. 530.200 Professional Services 26,100 26,100 ADA Project Transition 540.200 Special Expenses 26,100 26,100 City event for National Public Works Week, and other unforeseen expenses.	505.300	Medicare	563	926	Federal Medicare 1.45% of salary personnel.
Subtotal53,05188,966510.100Office Supplies4,0004,000Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies.510.200Reprographics3,5001,500Digitizing records, maps, and plans.510.400Subscriptions/Publications1,0001,000Local & State resources.510.600Staff Development2,0002,000Funding for trainings, conferences, workshops and seminars.510.610Membership/Dues1,9002,500APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations.510.620Travel/Meetings1,0001,000Local meetings, trainings, and workshops.510.620Staff Development200200For use of personal vehicles for official business use.520.510Equipment MaintenanceOffice equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000530.200Professional Services26,10026,100ADA Project Transition Sto00540.200Special Expenses26,10026,100ADA Project Transition storin	505.700	City-Paid Insurance	173	198	employee assistance program (EAP), life insurance, accidental death &
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510.100 Office Supplies 4,000 4,000 Provides for needed office supplies such as writing instruments, file folders, binders, notebooks, and records retention supplies. 510.200 Reprographics 3,500 1,500 Digitizing records, maps, and plans. 510.400 Subscriptions/Publications 1,000 1,000 Local & State resources. 510.600 Staff Development 2,000 2,000 Funding for trainings, conferences, workshops and seminars. 510.610 Membership/Dues 1,900 2,500 APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations. 510.620 Travel/Meetings 1,000 1,000 Local meetings, trainings, and workshops. 510.650 Mileage Reimbursement 200 200 For use of personal vehicles for official business use. 520.510 Equipment Maintenance - - Office equipment repairs and maintenance. 530.100 Contract Services 100,000 120,000 City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000. Staff Augmentation engineering consultant \$100,000. 530.200 Professional Services 26,100 26,100 ADA Project Transition 540.200 540.200 Special Expenses		• "			
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510.600Staff Development2,0002,000Funding for trainings, conferences, workshops and seminars.510.610Membership/Dues1,9002,500APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations.510.620Travel/Meetings1,0001,000Local meetings, trainings, and workshops.510.650Mileage Reimbursement200200For use of personal vehicles for official business use.520.510Equipment MaintenanceOffice equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.	510.200	Reprographics	3,500	1,500	Digitizing records, maps, and plans.
510.610Membership/Dues1,9002,500APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations.510.620Travel/Meetings1,0001,000Local meetings, trainings, and workshops.510.650Mileage Reimbursement200200For use of personal vehicles for official business use.520.510Equipment MaintenanceOffice equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.		•	,		
510.610Membership/Dues1,9002,500APWA \$2,100; MMASC \$150; CRRA \$200; and other City and County associations.510.620Travel/Meetings1,0001,000Local meetings, trainings, and workshops.510.650Mileage Reimbursement200200For use of personal vehicles for official business use.520.510Equipment Maintenance Contract Services-Office equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000. Staff Augmentation engineering consultant \$100,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.	510.600	Staff Development	2,000	2,000	
510.620Travel/Meetings1,0001,000Local meetings, trainings, and workshops.510.650Mileage Reimbursement200200For use of personal vehicles for official business use.520.510Equipment MaintenanceOffice equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.	510.610	Membership/Dues	1,900	2,500	APWA \$2,100; MMASC \$150; CRRA \$200;
510.650Mileage Reimbursement200200For use of personal vehicles for official business use.520.510Equipment MaintenanceOffice equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.	510.620	Travel/Meetings	1.000	1.000	
520.510Equipment MaintenanceOffice equipment repairs and maintenance.530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000. Staff Augmentation engineering consultant \$100,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.	510.650	-			• •
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530.100Contract Services100,000120,000City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000. Staff Augmentation engineering consultant \$100,000.530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.	520 510	Equipment Maintenance	_		Office equipment repairs and maintenance
530.200Professional Services26,10026,100ADA Project Transition540.200Special Expenses5,0005,000City event for National Public Works Week, and other unforeseen expenses.		• •	100,000	120,000	City View Permit System \$14,000; OPRA Work Order System \$4,000; SmartSheet \$2,000. Staff Augmentation engineering
540.200 Special Expenses 5,000 5,000 City event for National Public Works Week, and other unforeseen expenses.	530.200	Professional Services	26,100	26,100	
			,		City event for National Public Works Week,
		Subtotal	144,700	163,300	-

Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
		Amended Budget	Adopted Budget	
Account No	. Line Item	2024-2025	2025-26	Description
	Ormitel			
	<u>Capital</u>	284,000		SP1 Maintananaa of Effort (MOE)
700.279	Street Improvements 20/21	204,000	-	SB1 Maintenance of Effort (MOE). Completed
100.219	Street improvements 20/21	284,000	-	SB1 Maintenance of Effort (MOE).
700.280	Street Improvements 21/22	204,000		Completed
		284,000	-	SB1 Maintenance of Effort (MOE).
700.282	STREET IMPROVEMENT 22/23	. ,		Completed
700.300	STREET IMPROVEMENT 23/24		284,000	SB1 Maintenance of Effort (MOE)
700.301	STREET IMPROVEMENT 24/25		284,000	
leed to Crea	tSTREET IMPROVEMENT 25/26		284,000	
700.294	FACILITY NEEDS ASSESSMENT & FEASIBILITY	100,000		Carryover FY2024-25
	Subtotal	952,000	952,000	_
				-
	GENERAL FUND TOTAL	1,149,751	1,204,266	-
Fund:	201 - Gas Tax			
	Operations			
530.100	Contract Services	10,000	10,000	Provides for street striping and street legend
				work.
530.200	Professional Services	20,000	20,000	Consultant support services \$20,000 -
				includes design services, construction
				management, plan check reviews, and geotechnical services.
	Subtotal	30,000	30,000	geolechnical services.
	Subtotal	00,000	00,000	-
	Capital			
	Culvert Repairs	100,000	100,000	Carryover FY2024-25
	ADA Repairs	-		ADA Repairs at street corner
	Subtotal	100,000	250,000	_
		400.000		-
	GAS TAX FUND TOTAL	130,000	280,000	-
Fund:	207- Prop C			
i unui				
	Personnel			
501.100	Salaries - Full-Time	171,585	155,952	Full time salary allocation Public Works
				Director (Vacant) and 3 Public Works staff.
501.500	Longevity Pay	20		Per MOU.
501.600	Auto Allowance	2,730		Director auto allowance.
505.100	Flexible Benefit	23,705	,	Employee health benefits.
505.200	Retirement	26,036	24,175	PERS city contribution and deferred
505 200	Modiagra	0 470	0.050	compensation match.
505.300	Medicare	2,479	2,256	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	599	500	City provided long-term disability (LTD),
000.100		000	000	employee assistance program (EAP), life
				insurance, accidental death &
				dismemberment (AD&D).
	Subtotal	227,154	205,797	- · · · · ·
				-

Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
		Amended	Adopted	
		Budget	Budget	
Account No	Line Item	2024-2025	2025-26	Description
	Operations			
530.100	Contract Services	15,000	15,000	Traffic studies and surveys as needed.
530.200	Professional Services	60,000	170,000	Traffic Management Plan (\$80,000).
				Pavement Management Plan (\$90,000)
	Subtotal	75,000	185,000	_
	Capital			
700.281	ANNUAL CITYWIDE SIGN REPLACE PROG 21-22	-	250,000	Carryover FY2024-25
700.282	STREET IMPROVEMENT 22/23 PROJECT	259,000	-	Completed
700.300	STREET IMPROVEMENT 23/24 PROJECT	214,000	214,000	
700.301	STREET IMPROVEMENT 24/25 PROJECT	746,000	746,000	Carryover FY2024-25
<mark>leed to Crea</mark>	STREET IMPROVEMENT 25/26 PROJECT		382,000	
700.285	ANNUAL SIDEWALK IMPROVEMENT PROG	-	200,000	
700.286	ANNUAL CITYWIDE STRIPING PROGRAM	-	250,000	
<mark>leed to Crea</mark>	TSSP REDONDO BEACH BLVD		200,000	
	Subtotal	1,219,000	2,242,000	-
				-
	PROP C FUND TOTAL	1,521,154	2,632,797	_

Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
		Amended Budget	Adopted Budget	
	b. Line Item	2024-2025	2025-26	Description
Fund:	227-Beverage Container Recycling Grant			
	Operations			
540.500	Special Expenses	16,216	16 115	Funding Cycle 2024-25;
040.000		10,210	10,110	Carryover Funding Cycle 2023-24 \$8,080
	Subtotal	16,216	16,115	
	Cubicital	,=		-
	BEV RECYCLING GRANT TOTAL	16,216	16,115	-
				-
und:	244 - Measure R			
504 400	Personnel Salaries - Full-Time	00 774	10 1 10	Alle sets des lement of Dublic Mente
501.100	Salaries - Full-Time	33,774	18,142	Allocated salary of Public Works Administrative Assistant II and Office
				Administrative Assistant II and Office Assistant.
501.500	Longevity Pay		-	Per MOU.
505.100	Flexible Benefit	- 9.482		Employee health benefits.
505.200	Retirement	3,365		PERS city contribution.
505.300	Medicare	481		Federal Medicare 1.45% of salary personnel.
505.500	Weddale	401	200	rederar medicare 1.40% of salary personnel.
505.700	City-Paid Insurance	198	99	City provided long-term disability (LTD),
				employee assistance program (EAP), life
				insurance, accidental death &
				_dismemberment (AD&D).
	Subtotal	47,300	24,962	_
	• · · ·			
700.280	Capital Street Improvement 21/22			Completed
700.280	Street Improvement 21/22 Annual Sign Replacement Proj 2021-22	- 961,210	-	Completed Carryover FY2024-25
700.281	• • •	500,000	500,000	Carryover F12024-25
700.283	Local Roadway Safety Improv. Signs	507,078		Completed
700.286	Annual Citywide Striping Program	250,000	250 000	Carryover FY2024-25
700.303	RBB Median Irrigation	250,000		Carryover FY2024-25
	Subtotal	2,468,288	2,211,210	
				-
	MEASURE R TOTAL	2,515,588	2,236,172	

Fund: 272-Measure M Local Return

	PERSONNEL		
501.100	SALARIES - FULL-TIME	-	9,456
501.300	SALARIES - PART-TIME	-	-
501.400	SALARIES - OVERTIME	-	-
501.500	LONGEVITY	-	-
501.600	AUTO ALLOWANCE	-	195
501.900	MANDATORY LEAVE	-	-
505.100	FLEXIBLE BENEFIT	-	1,008
505.200	RETIREMENT	-	1,578
505.300	MEDICARE CONTRIBUTION	-	137
505.700	CITY -PAID INSURANCE	-	27
	Subtotal	-	12,401

Anecodit Adagted Budget 2024-2023 Adagted Budget 2024-2023 Description 700.270 STREET IMPROVEMENT 20/21 - - - Completed 700.271 STREET IMPROVEMENT 20/21 - - - Completed 700.273 STREET IMPROVEMENT 20/21 - - - Completed 700.281 SIGN REPLACEMENT 20/21 479.331 Carryover FV2024-25 - 700.203 STREET IMPROVEMENT 23/24 317.000 - Completed 700.303 STREET IMPROVEMENT 23/26 300.000 Carryover FV2024-25 - 6edt Octed STREET IMPROVEMENT 23/26 350.000 Completed - Completed 700.304 STREET IMPROVEMENT 24/25 300.000 Carryover FV2024-25 250.000 Carryover FV2024-25 700.305 SULDRY SEAL PROJECT 2834.331 3.612,931 - - 700.315 SULDRY SEAL PROJECT 2.834.331 3.625,332 - - 700.326 Retrement 3.610,333 3.612,931 - <td< th=""><th>Dept.:</th><th>PUBLIC WORKS</th><th></th><th>Program:</th><th>Public Works Administration - 310</th></td<>	Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
Account No. Line Item 2024-2025 2025-26 Description Capital 700.229 STREET IMPROVEMENT 20/21 - - Completed 700.280 STREET IMPROVEMENT 21/22 479.331 479.931 Carryver FY2024-25 700.281 STREET IMPROVEMENT 22/23 317.000 317.000 Completed 700.201 STREET IMPROVEMENT 22/24 317.000 317.000 Completed 700.301 STREET IMPROVEMENT 22/25 300.000 Completed Completed 700.305 STREET IMPROVEMENT 22/26 360.000 Completed Completed 700.306 PRAIRE AVE TSSP MATCH 100.000 - Completed 700.306 MANHATTAN BEACH BLVD TSSP MATCH 200.000 200,000 Caryover FY2024-25 700.305 MAWTHORNE BLVD STSP MATCH 200.000 200.000 Caryover FY2024-25 700.305 MAWTHORNE BLVD STREET IMPROVEMENT 2.834,331 3.625.332 Fund: 274-SBI Gas Tax Street Rehab - Caryover FY2024-25 501.100 Salaries - Full-Time 39,196			Amended	Adopted	
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Subtotal54,45932,183CapitalCompleted700.279Street Improvements 20/21700.280Street Improvements 21/22700.200Street Improvements 21/22700.200Street Improvements 22/23522,000-700.300Street Improvements 23/24536,000536,000700.301Street Improvements 24/25510,000510,000Street Improvements 24/25510,000510,000Carryover FY2024-25Ieed to CreatSTREET IMPROVEMENT 25/26541,000Subtotal1,568,0001,587,000	0001100		210	110	
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700.279 Street Improvements 20/21 - - Completed 700.280 Street Improvements 21/22 - - Completed 700.200 Street Improvements 22/23 522,000 - Completed 700.300 Street Improvements 23/24 536,000 536,000 - 700.301 Street Improvements 24/25 510,000 510,000 Carryover FY2024-25 leed to Creat STREET IMPROVEMENT 25/26 541,000 - - Subtotal 1,568,000 1,587,000 - -					
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700.300 Street Improvements 23/24 536,000 536,000 700.301 Street Improvements 24/25 510,000 510,000 Carryover FY2024-25 leed to Creat STREET IMPROVEMENT 25/26 541,000 541,000 Subtotal 1,568,000 1,587,000			-	-	
700.301 Street Improvements 24/25 510,000 510,000 Carryover FY2024-25 leed to Creat STREET IMPROVEMENT 25/26 541,000 541,000 Subtotal 1,568,000 1,587,000		•			Completed
leed to Creat STREET IMPROVEMENT 25/26 541,000 Subtotal 1,568,000 1,587,000				,	Corruptor EV2024 25
Subtotal 1,568,000 1,587,000			510,000		Garryover FY2024-25
	leed to Crea		4 560 000		-
SBI GAS TAX TOTAL 1,622,459 1,619,183		Subtotal	1,568,000	1,587,000	-
		SBI GAS TAX TOTAL	1,622,459	1,619,183	-

Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
		Amended	Adopted	
	Line Item	Budget 2024-2025	Budget 2025-26	Description
Account No	b. Line Item	2024-2025	2023-20	Description
Fund:	276 - AB939			
	Personnel			
501.100	Salaries - Full-Time	102,904	123,286	Full time salary allocation Public Works Director (Vacant) and 3 Public Works staff.
501.500	Longevity Pay	260		Per MOU.
501.600	Auto Allowance	390		Allocation of PW Director auto allowance.
505.100	Flexible Benefit	18,016	,	Employee health benefits.
505.200	Retirement	13,218	14,020	PERS city contribution and deferred compensation match.
505.300	Medicare	1,478	1,773	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	391	562	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	136,657	168,354	
	Onevetiene			
530,100	Operations Contract Services	-	-	Solid Waste Consulting Services.
550.100	Subtotal			Solid Waste Consulting Services.
				-
	AB939 TOTAL	136,657	168,354	-
Fund:	AB939 TOTAL 281 - Measure A Parks Project	136,657	168,354	-
Fund:	281 - Measure A Parks Project	136,657	168,354	-
	281 - Measure A Parks Project <u>Capital</u>		<u>168,354</u>	- - Carryover FY2024-25
Fund: 700.288 700.289	281 - Measure A Parks Project <u>Capital</u> Teen Center Project Category 1	780,000	<u>168,354</u> - -	Carryover FY2024-25 Carryover FY2024-25
700.288	281 - Measure A Parks Project <u>Capital</u> Teen Center Project Category 1 Teen Center Project Category 2	780,000 585,000		Carryover FY2024-25 Carryover FY2024-25
700.288	281 - Measure A Parks Project <u>Capital</u> Teen Center Project Category 1	780,000		
700.288	281 - Measure A Parks Project <u>Capital</u> Teen Center Project Category 1 Teen Center Project Category 2	780,000 585,000	-	
700.288 700.289	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W	780,000 585,000	-	
700.288 700.289	281 - Measure A Parks Project <u>Capital</u> Teen Center Project Category 1 Teen Center Project Category 2 <u>MEASURE A Parks Project TOTAL</u>	780,000 585,000	-	Carryover FY2024-25
700.288 700.289 Fund:	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel	780,000 585,000 1,365,000	- - - 14,878	Carryover FY2024-25
700.288 700.289 Fund: 501.100 501.500 501.600	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time	780,000 585,000 1,365,000 14,878	- - - 14,878 20	Carryover FY2024-25 Allocated salary of PW Director and Senior Management Analyst.
700.288 700.289 Fund: 501.100 501.500 501.600 505.100	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time Longevity Pay Auto Allowance Flexible Benefit	780,000 585,000 1,365,000 14,878 20 195 1,896	- - - 14,878 20 195 2,016	Carryover FY2024-25 Allocated salary of PW Director and Senior Management Analyst. Per MOU. Allocation of PW Director auto allowance. Employee health benefits.
700.288 700.289 Fund: 501.100 501.500 501.600	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time Longevity Pay Auto Allowance	780,000 585,000 1,365,000 14,878 20 195	- - - 14,878 20 195 2,016	Carryover FY2024-25 Allocated salary of PW Director and Senior Management Analyst. Per MOU. Allocation of PW Director auto allowance. Employee health benefits. PERS city contribution and deferred
700.288 700.289 Fund: 501.100 501.500 501.600 505.100 505.200	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time Longevity Pay Auto Allowance Flexible Benefit Retirement	780,000 585,000 1,365,000 14,878 20 195 1,896 2,243	- - - 14,878 20 195 2,016 2,252	Carryover FY2024-25 Allocated salary of PW Director and Senior Management Analyst. Per MOU. Allocation of PW Director auto allowance. Employee health benefits. PERS city contribution and deferred compensation match.
700.288 700.289 Fund: 501.100 501.500 501.600 505.100	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time Longevity Pay Auto Allowance Flexible Benefit	780,000 585,000 1,365,000 14,878 20 195 1,896	- - - 14,878 20 195 2,016 2,252	Carryover FY2024-25 Allocated salary of PW Director and Senior Management Analyst. Per MOU. Allocation of PW Director auto allowance. Employee health benefits. PERS city contribution and deferred
700.288 700.289 Fund: 501.100 501.500 501.600 505.100 505.200	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time Longevity Pay Auto Allowance Flexible Benefit Retirement	780,000 585,000 1,365,000 14,878 20 195 1,896 2,243	- - - 14,878 20 195 2,016 2,252 215	Carryover FY2024-25 Allocated salary of PW Director and Senior Management Analyst. Per MOU. Allocation of PW Director auto allowance. Employee health benefits. PERS city contribution and deferred compensation match.
700.288 700.289 Fund: 501.100 501.500 501.600 505.100 505.200 505.300	281 - Measure A Parks Project Capital Teen Center Project Category 1 Teen Center Project Category 2 MEASURE A Parks Project TOTAL 282 - Measure W Personnel Salaries - Full-Time Longevity Pay Auto Allowance Flexible Benefit Retirement Medicare	780,000 585,000 1,365,000 14,878 20 195 1,896 2,243 215	- - - 14,878 20 195 2,016 2,252 215	Allocated salary of PW Director and Senior Management Analyst. Per MOU. Allocation of PW Director auto allowance. Employee health benefits. PERS city contribution and deferred compensation match. Federal Medicare 1.45% of salary personnel. City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death &

Dept.:	PUBLIC WORKS		Program:	Public Works Administration - 310
		Amended	Adopted	
		Budget	Budget	
Account No	Line Item	2024-2025	2025-26	Description
	Operations			
530.200	Professional Services	92,000	92,000	NPDES Compliance Services Contract - \$50,000; Coordinated Integrated Monitoring Program \$20,000; SWRCB annual fee \$22,000.
	Subtotal	92,000	92,000	_ +,
			,	-
	<u>Capital</u>			
	Catch Basin Retrofit	250,000		Carryover FY2024-25
	Subtotal	250,000	500,000	-
		261 404	644 622	-
	MEASURE W PROGRAM TOTAL:	361,494	611,623	-
Fund:	285 - American Rescue Plan			
520.600	Vehicle Maintenance	-		Completed
700.291	City Hall Roof Repair	-	-	Completed
700.290	PWD Security Improvement	250,000	-	Completed
700.292	LASD Facility Improvement	-	-	Completed
700.305	Hawthorne Blvd Street Inprovement	300,000	300,000	Carryover
700.304	Parks Irrigation	1,000,000	700,000	Carryover
700.299	PWD/CITY HALL FACILITY NEEDS	3,000,000	3,000,000	Carryover
	AMERICAN RESCUE PLAN TOTAL:	4,550,000	4,000,000	-
Fund:	286 - SB 1383 LOCAL ASSISTANCE RECYCLIN			
501.100	Salaries - Full-Time	31,142	14,878	Allocated salary of PW Director and Senior Management Analyst. New funding for FY 24/25.
501.500	Longevity Pay	80	20	Per MOU.
501.600	Auto Allowance	195	195	Allocation of PW Director auto allowance.
505.100	Flexible Benefit	4,741	2,016	Employee health benefits.
505.200	Retirement	4,258	2,252	PERS city contribution and deferred
				compensation match.
505.300	Medicare	448	215	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	106	47	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death &
		40,970	19,623	dismemberment (AD&D).
	Operations	-10,010	10,020	
540.200	SPECIAL EXPENSES	48,344	86,849	OWR4 Grant
	SB 1383 LOCAL ASSISTANCE TOTAL	89,314	106,472	-
Fund:	288 - PLBP GRANT	4 000 000		Completed
700.283	Local Road Safety Improv. Street Local Road Safety Improv. Sign	1,000,000	-	Completed
700.284	Local Road Salety Improv. Sign	1,000,000	-	Completed
	PLBP TOTAL:	2,000,000	-	-
		, ,		•
Fund: 700.287	289 - CNRA Grant Youth Development Center	4,000,000	4,000,000	Carryover FY2024-25
	CNRA TOTAL:	4,000,000	4,000,000	-
				-
	ALL FUNDS TOTAL:	22,291,964	20,500,314	-

DEPARTMENT EXPENDITURES

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
		RKS GROUNDS		ES 220		
	FUBLIC WC	GENERAL FUND (10		E3 - 320		
			00-020)			
	PERSONNEL					
	SALARIES - FULL-TIME	222,199	207,525	207,525	214,380	6,855
	SALARIES - PART-TIME	2,329	30,415	30,415	27,587	(2,828)
	SALARIES - OVERTIME	5,829	-	-	1,500	1,500
	LONGEVITY PAY	1,005	870	870	910	40
100-320-501.900	MANDATORY LEAVE	-	-	-	-	-
	FLEXIBLE BENEFIT	46,990	53,100	53,100	58,477	5,377
100-320-505.200	RETIREMENT	23,931	22,713	22,713	23,716	1,003
100-320-505.300	MEDICARE CONTRIBUTION	3,838	3,399	3,399	3,457	58
100-320-505.700	CITY-PAID INSURANCE	1,211	1,110	1,110	1,150	40
	SUBTOTAL	307,332	319,132	319,132	331,177	12,045
	OPERATIONS					
100-320-510.100	OFFICE SUPPLIES	275	500	500	7,500	7,000
100-320-510.500	UNIFORMS	7,891	10,600	10,600	10,600	-
100-320-510.600	STAFF DEVELOPMENT	597	2,500	2,500	2,500	-
100-320-515.200	ELECTRICITY	178,894	185,333	185,333	185,000	(333)
100-320-515.300	NATURAL GAS	7,656	7,140	7,140	7,140	-
100-320-515.400	WATER	102,035	92,000	92,000	144,000	52,000
100-320-520.100	MAINTENANCE SUPPLIES	27,323	50,000	50,000	60,000	10,000
	BUILDING EQUIP. MAINT.	30,157	100,000	100,000	100,000	_
100-320-520,200		4,428	5,000	5,000	5,000	-
	GROUNDS MAINTENANCE	44,402	80,000	80,000	80,000	-
	PLANTS & MATERIALS	33,769	35,000	35,000	35,000	-
	EQUIPMENT RENTAL	456	5,000	5,000	5,000	-
		10,528	16,000	16,000	16,000	-
	VEHICLE MAINTENANCE	20,012	15,000	15,000	15,000	-
100-320-520.610		12,641	30,000	30,000	30,000	-
	CONTRACT SERVICES	607,196	850,000	850,000	580,000	(270,000)
	TEMPORARY SERVICES	-	1,000	1,000	1,000	(270,000)
	SPECIAL EXPENSES	2,084	5,000	5,000	5,000	-
	ARPA REIMBURSEMENT	2,004	5,000	5,000	5,000	-
100-020-000.101	SUBTOTAL	1,090,343	1,490,073	1,490,073	1,288,740	(201,333)
		1,080,343	1,480,073	1,480,073	1,200,740	(201,333)
	GENERAL FUND TOTAL	1,397,674	1,809,205	1,809,205	1,619,917	(189,288)
	OLITERAL I OND TOTAL	1,007,074	1,000,200	1,003,203	1,013,317	(100,200)

PUBLIC WORKS GROUNDS & FACILITIES - 320 AB939 FUND (276-320)

	PERSONNEL					
276-320-501.100	SALARIES - FULL-TIME	14,920	18,774	18,774	18,774	-
276-320-501.400	SALARIES - OVERTIME	486	-	-	-	
276-320-501.500	LONGEVITY PAY	75	80	80	80	-
276-320-501.900	MANDATORY LEAVE	-	-	-	-	-
276-320-505.100	FLEXIBLE BENEFIT	2,117	3,793	3,793	4,033	240
276-320-505.200	RETIREMENT	1,866	2,336	2,336	2,347	11
276-320-505.300	MEDICARE CONTRIBUTION	256	271	271	271	-
276-320-505.700	CITY-PAID INSURANCE	67	79	79	79	-
	SUBTOTAL	19,787	25,333	25,333	25,584	251
	AB939 FUND TOTAL	19,787	25,333	25,333	25,584	251

DEPARTMENT EXPENDITURES

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR

PUBLIC WORKS GROUNDS & FACILITIES - 320

ARPA FUND (285-320)

	OPERATIONS					
285-320-530.100	CONTRACT SERVICES	106,095	-	-	-	-
	SUBTOTAL	106,095	-	-	-	-
	CAPITAL					
285-320-550.300	VEHICLES	-	90,000	90,000	-	(90,000)
285-320-550.400	EQUIPMENT - POWER WASHER	-	20,000	20,000	-	(20,000)
285-320-700.153	HOPPER PARK SHADE EQUIPMENT	-	20,000	20,000	-	(20,000)
	SUBTOTAL	-	130,000	130,000	-	(130,000)
	ARPA FUND TOTAL	106,095	130,000	130,000	-	(130,000)
	ALL FUNDS TOTAL	1,523,557	1,964,538	1,964,538	1,645,501	(319,037)

Dept:	Public Works		Program:	PW Grounds - 320
		Amended Budget	Adopted Budget	
Account No.	Line Item	2024-25	2025-26	Description
Fund:	100 - General Fund			
	Personnel			
501.100	Salaries - Full-Time	207,525	214,380	Allocated salaries for Maintenance Supervisor and Maintenance Worker I, II, and III.
501.300	Salaries - Part-Time	30,415	27,587	Salary for part-time Maintenance Worker for weekend special events.
501.400	Salaries - Over-Time	-		Special events and assigned overtime.
501.500	Longevity Pay	870	910	Per MOU.
501.900	Mandatory Leave	-	-	
505.100	Flexible Benefit	53,100		Employee health benefits.
505.200	Retirement	22,713		PERS city contribution.
505.300	Medicare	3,399		Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	1,110	1,150	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	319,132	331,177	
	Operations			
510.100	Office Supplies	500	7,500	Paper, writing instruments, note pads, binders, and file folders. PPE (Facemasks, respirators, gloves, boot covers, smocks for 15 crew members)
510.500	Uniforms	10,600	10,600	Uniform Contract \$6,000; Safety Shoes \$4,100 (two pairs per employee per year); caps, and t-shirts \$500.
510.600	Staff Development	2,500	2,500	Trainings and workshops.
515.200	Electricity	185,333	185,000	SCE electricity usage at City and park facilities.
515.300	Natural Gas	7,140	7.140	SoCal Gas usage at City facilities.
515.400	Water	92,000		Water irrigation for City and park grounds.
520.100	Maintenance Supplies	50,000	60,000	Custodial supplies \$30,000; graffiti supplies \$18,500; Community Center Floor Cleaning \$5,000; Community Center Window Cleaning \$5,000; other items as needed \$1,500.
520.120	Building Equipment Maint.	100,000	100,000	Repairs & maintenance including HVAC, elevators, alarm system, fire sprinkler inspections, and other building repairs.
520.200	Small Tools	5,000	5,000	Replace tools as needed.
520.300	Grounds Maint.	80,000	80,000	Facility maintenance, lighting, and fencing repairs; irrigation repairs; window repairs, paint supplies, pest control; other misc. repairs & maintenance as needed.
520.310	Plants & Materials	35,000	35,000	Soil, fertilizer, plants, and ground cover for facility planters and medians with an emphasis on Hawthorne Blvd and Manhattan Beach Blvd medians for city beautification.
520.500	Equipment Rental	5,000	5,000	Rental cost for equipment required to perform field work, installation of holiday decorations, and support City special events.
520.510	Equipment Maintenance	16,000	16,000	Maintenance of generator, pressure washer, backflows, backhoe, power tools and other services as needed.
520.600	Vehicle Maintenance	15,000	15,000	Vehicle maintenance and repair cost such as, flat tires, smog checks, oil changes, engine maintenance, towing services and other repairs as incurred.
520.610	Vehicle Fuel	30,000	30,000	Regular gas, diesel, and CNG for vehicles and power tools. Currently purchasing CNG offsite at retail prices.

Dept:	Public Works		Program:	PW Grounds - 320
		Amended Budget	Adopted Budget	
Account No.	Line Item	2024-25	2025-26	Description
530.100	Contract Services	850,000		Portion of Landscape Maintenance Contract \$267,100; Tree Trimming Contract \$215,816; Tree Inventory Services \$5,000; Elevator Maintenance Contract \$8,000; Alarm System Contract Services \$5,000; OPRA Work Order System \$4,000; LACDPW Industrial Waste Inspections \$50,000; unforseen contract services \$25,000.
530.210	Temporary Services	1,000	1,000	Temporary services to provide maintenance staff assistance as needed.
540.200	Special Expenses	5,000	5,000	Unforeseen incidental expenses.
580.151	ARPA Reimbursement	-	-	ARPA Reimbursement.
	Subtotal	1,490,073	1,288,740	-
	GENERAL FUND TOTAL	1,809,205	1,619,917	
Fund:	276 - AB979			
501.100	Personnel Salaries - Full-Time	18,774	18,774	Allocated salaries for Maintenance Supervisor and Maintenance Worker I, II, and III.
501.500	Longevity Pay	80	80	Per MOU.
501.900	Mandatory Pay	-	-	
505.100	Flexible Benefit	3,793	4,033	Employee health benefits.
505.200	Retirement	2,336		PERS city contribution.
505.300	Medicare	271		Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	79	79	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	25,333	25,584	
	AB939 TOTAL	25,333	25,584	
Fund:	285 - ARPA <u>Operations</u>			
530.100	Contract Services	-	-	
	Subtotal	-	-	-
	Capital			
550.300	Vehicles	90,000	-	
550.400	Equipment - Power Washer	20,000	-	
700.153	Hopper Park Shade Equipment Subtotal	20,000 130,000	-	-
				-
	ARPA FUND TOTAL	130,000	-	<u>.</u>
	ALL FUNDS TOTAL:	1,964,538	1,645,501	

DEPARTMENT EXPENDITURES

PUBLIC WORKS STREET MAINTENANCE - 330

GENERAL FUND (100-330)

		A 071141	PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT	DECODIDITION	ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	PERSONNEL					
100-330-501.100		90,347	74,714	74,714	76,332	1,618
100-330-501.400	SALARIES - OVERTIME	3,029	-	-	5,000	5,000
100-330-501.500	LONGEVITY PAY	575	260	260	200	(60)
100-330-501.900	MANDATORY LEAVE	-	-	-	-	-
100-330-505.100	FLEXIBLE BENEFIT	33,912	20,861	20,861	22,181	1,320
100-330-505.200	RETIREMENT	9,882	8,011	8,011	7,770	(241)
100-330-505.300	MEDICARE CONTRIBUTION	1,710	1,062	1,062	1,085	23 [´]
100-330-505.700	CITY-PAID INSURANCE	768	436	436	436	-
	SUBTOTAL	140,223	105,344	105,344	113,004	7,660
	OPERATIONS					
100-330-515.200	ELECTRICITY	36,000	36,000	36,000	36,500	500
100-330-515.400	WATER	76,500	76,500	76,500	110,400	33,900
100-330-520.320	LANDSCAPE MAINT	172,675	172,675	172,675	-	(172,675)
100-330-520.600	VEHICLE MAINTENANCE	-	-	-	-	-
100-330-530.100	CONTRACT SERVICES	21,000	21,000	21,000	21,000	-
100-330-540.200	SPECIAL EXPENSES	5,000	5,000	5,000	5,000	-
100-330-580.151	ARPA REIMBURSEMENT	-	-	-	-	-
	SUBTOTAL	311,175	311,175	311,175	172,900	(138,275)
	GENERAL FUND TOTAL	451,398	416,519	416,519	285,904	(130,615)

PUBLIC WORKS STREET MAINTENANCE - 330

GAS TAX FUND (201-330)

	PERSONNEL					
201-330-501.100	SALARIES - FULL-TIME	171,705	224,269	224,269	228,583	4,314
201-330-501.300	SALARIES - PART TIME	26,794	30,415	30,415	27,587	(2,828)
201-330-501.400	SALARIES - OVERTIME	10,141	10,000	10,000	18,000	8,000
201-330-501.500	LONGEVITY PAY	655	800	800	640	(160)
201-330-501.900	MANDATORY LEAVE	-	-	-	-	-
201-330-505.100	FLEXIBLE BENEFIT	32,313	60,686	60,686	64,526	3,840
201-330-505.200	RETIREMENT	18,943	24,478	24,478	23,850	(628)
201-330-505.300	MEDICARE CONTRIBUTION	3,136	3,633	3,633	3,655	22
201-330-505.700	CITY-PAID INSURANCE	978	1,269	1,269	1,269	-
	SUBTOTAL	264,665	355,550	355,550	368,110	12,560
	<u>OPERATIONS</u>					
201-330-515.200	ELECTRICITY	33,530	32,000	32,000		(32,000)
201-330-520.400	STREET MAINTENANCE	20,855	30,000	30,000	33,000	3,000
201-330-520.600	VEHICLE MAINTENANCE	7,894	8,000	8,000	8,000	-
201-330-520.610	VEHICLE FUEL	12,000	12,000	12,000	12,000	-
201-330-530.100	CONTRACT SERVICES	298,638	387,000	387,000	887,881	500,881
201-330-530.200	PROFESSIONAL SERVICES	-	10,000	10,000	10,000	-
201-330-540.200	SPECIAL EXPENSES	-	5,000	5,000	5,000	-
	SUBTOTAL	372,916	484,000	484,000	955,881	471,881
		C27 E04	830 550	830 550	4 202 004	404 444
	GAS TAX FUND TOTAL	637,581	839,550	839,550	1,323,991	484,441

PUBLIC WORKS STREET MAINTENANCE - 330

		PROP A FUND (206-	330)			
	PERSONNEL	- (,			
206-330-501.100	SALARIES - FULL-TIME	11,835	18,647	18,647	15,759	(2,888)
206-330-501.400	SALARIES - OVERTIME	793	-	-	-	-
206-330-501.500	LONGEVITY PAY	35	60	60	20	(40)
206-330-505.100	FLEXIBLE BENEFIT	2,445	5,689	5,689	5,041	(648)
206-330-505.200	RETIREMENT	1,214	1,892	1,892	1,377	(515)
206-330-505.300	MEDICARE CONTRIBUTION	185	264	264	222	(42)
206-330-505.700	CITY-PAID INSURANCE	67	119	119	99	(20)
	SUBTOTAL	16,575	26,671	26,671	22,518	(4,153)
	PROP C TOTAL	16,575	26,671	26,671	22,518	(4,153)
	PUBLIC WO	RKS STREET MAI	NTENANCE	- 330		
				- 000		
			3 3 (1)			
		PROP C FUND (207-	330)			
	PERSONNEL	PROP C FUND (207-	330)			
207-330-501.100	<u>PERSONNEL</u> SALARIES - FULL-TIME	54,330 PROP C FUND	74,586	74,586	76,743	2,157
		· ·	,	74,586 -	76,743 -	2,157 -
207-330-501.400	SALARIES - FULL-TIME	54,330	,	74,586 - 240	76,743 - 160	-
207-330-501.400 207-330-501.500	SALARIES - FULL-TIME SALARIES - OVERTIME	54,330 3,757	74,586	-	-	-
207-330-501.400 207-330-501.500 207-330-501.900	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY	54,330 3,757	74,586	-	-	2,157 - (80) - 1,440
207-330-501.400 207-330-501.500 207-330-501.900	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT	54,330 3,757 225 -	74,586 - 240 -	- 240 -	- 160 -	(80)
207-330-501.400 207-330-501.500 207-330-501.900 207-330-505.100 207-330-505.200	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT	54,330 3,757 225 - 12,236	74,586 - 240 - 22,757	- 240 - 22,757	- 160 - 24,197	- (80) - 1,440
207-330-501.400 207-330-501.500 207-330-501.900 207-330-505.100 207-330-505.200 207-330-505.300	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT RETIREMENT	54,330 3,757 225 - 12,236 5,345	74,586 - 240 - 22,757 7,567	240 - 22,757 7,567	160 - 24,197 7,231	- (80) - 1,440 (336)
207-330-501.400 207-330-501.500 207-330-501.900 207-330-505.100 207-330-505.200 207-330-505.300	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION	54,330 3,757 225 - 12,236 5,345 823	74,586 - 240 - 22,757 7,567 1,055	240 - 22,757 7,567 1,055	- 160 - 24,197 7,231 1,086	(80) - 1,440 (336) 31
207-330-501.400 207-330-501.500 207-330-501.900 207-330-505.100 207-330-505.200 207-330-505.300	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE	54,330 3,757 225 - 12,236 5,345 823 379	74,586 - 240 - 22,757 7,567 1,055 476	240 - 22,757 7,567 1,055 476	- 160 - 24,197 7,231 1,086 476	(80) - 1,440 (336) 31 -
207-330-501.400 207-330-501.500 207-330-501.900 207-330-505.100 207-330-505.200 207-330-505.300	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL OPERATIONS	54,330 3,757 225 - 12,236 5,345 823 379	74,586 - 240 - 22,757 7,567 1,055 476	240 - 22,757 7,567 1,055 476	- 160 - 24,197 7,231 1,086 476	(80) - 1,440 (336) 31
207-330-501.400 207-330-501.500 207-330-501.900 207-330-505.100 207-330-505.200 207-330-505.300 207-330-505.700	SALARIES - FULL-TIME SALARIES - OVERTIME LONGEVITY PAY MANDATORY LEAVE FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL OPERATIONS	54,330 3,757 225 - 12,236 5,345 823 379 77,095	74,586 - 240 - 22,757 7,567 1,055 476 106,681	- 240 - 22,757 7,567 1,055 476 106,681	- 160 - 24,197 7,231 1,086 476 109,893	(80) - 1,440 (336) 31 - 3,212

PUBLIC WORKS STREET MAINTENANCE - 330

MEASURE R FUND (244-330)

	PERSONNEL					
244-330-501.100	SALARIES - FULL-TIME	20,024	37,293	37,293	38,372	1,079
244-330-501.400	SALARIES - OVERTIME	1,405	-	-	-	
244-330-501.500	LONGEVITY PAY	70	120	120	80	(40)
244-330-501.900	MANDATORY LEAVE	-	-	-	-	-
244-330-505.100	FLEXIBLE BENEFIT	4,455	11,379	11,379	12,099	720
244-330-505.200	RETIREMENT	1,978	3,784	3,784	3,615	(169)
244-330-505.300	MEDICARE CONTRIBUTION	304	528	528	543	15
244-330-505.700	CITY-PAID INSURANCE	133	238	238	238	-
	SUBTOTAL	28,368	53,342	53,342	54,947	1,605
	MEASURE R TOTAL	28.368	53,342	53,342	54.947	1,605

PUBLIC WORKS STREET MAINTENANCE - 330 AB939 (276-330)

	PERSONNEL					
276-330-501.100	SALARIES - FULL-TIME	20,155	37,293	37,293	34,944	(2,349)
276-330-501.400	SALARIES - OVERTIME	1,428	-	-	-	
276-330-501.500	LONGEVITY PAY	70	120	120	60	(60)
276-330-501.900	MANDATORY LEAVE	-	-	-	-	-
276-330-505.100	FLEXIBLE BENEFIT	4,409	11,379	11,379	11,090	(289)
276-330-505.200	RETIREMENT	1,987	3,784	3,784	3,184	(600)
276-330-505.300	MEDICARE CONTRIBUTION	306	528	528	494	(34)
276-330-505.700	CITY-PAID INSURANCE	130	238	238	218	(20)
	SUBTOTAL	28,485	53,342	53,342	49,990	(3,352)
	AB939 TOTAL	28,485	53,342	53,342	49,990	(3,352)
	ALL FUNDS TOTAL	1,352,973	1,646,105	1,646,105	2,022,243	376,138

Dept:	PUBLIC WORKS		Program:	PW Street Maintenance - 330
		Amended Budget	Adopted Budget	
Account No	b. Line Item	2024-25	2025-26	Description
Fund:	100 - General Fund			
501.100	Salaries - Full-Time	74,714	76,332	Allocated salaries for Maintenance Supervisor, Public Works Inspector and Maintenance Worker I, II, and III.
501.400	Salaries - Overtime	-	5,000	For off-scheduled work, emergencies and special events.
501.500	Longevity award	260	200	Per MOU.
501.900	Mandatory Leave	-	-	
505.100	Flexible Benefit	20,861	22,181	Employee health benefits.
505.200	Retirement	8,011	7,770	PERS city contribution.
505.300	Medicare	1,062	1,085	Federal Medicare 1.45% of salary
505.700	City-Paid Insurance	436	436	personnel. City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death &
	Subtotal	105,344	113,004	_dismemberment (AD&D).
		,		-
	<u>Operations</u>			
515.200	Electricity Water	36,000 76,500	,	Based on historical use. Based on historical use.
515.400 520.320	Landscape Maintenance	172,675	-	Moved to 201-330-530-100 Gas Tax Contract Services.
530.100	Contract Services	21,000	21,000	OPRA \$5,000; facility sign replacement \$8,000; crack sealing \$8,000.
540.200	Special Expenses	5,000	5,000	Certified Unified Program Agency (CUPA) Permit and misc. expenses.
580.151	ARPA Reimbursement	-	-	ARPA Reimbursement.
	Subtotal	311,175	172,900	-
	GENERAL FUND TOTAL	416,519	285,904	
		-10,019	200,304	-
Fund:	201- Gas Tax			
	Personnel			

	Personnel			
501.100	Salaries - Full-Time	224,269	228,583	Allocation of salaries including Maintenance
				Supervisor, Inspector, and Maintenance
				Worker I, II and III.
501.300	Salaries - Part-Time	30,415	27,587	Salary for part-time Maintenance Worker for
				weekend graffiti removal.
501.400	Salaries - Overtime	10,000	18,000	For off-scheduled work, emergencies and
				special events.

Dept:	PUBLIC WORKS		Program:	PW Street Maintenance - 330
		Amended Budget	Adopted Budget	-
Account No		2024-25	2025-26	Description
501.500 501.900	Longevity Award Mandatory Leave	800	640	Per MOU.
505.100	Flexible Benefit	- 60,686	- 64 526	Employee health benefits.
505.200	Retirement	24,478		PERS city contribution.
505.300	Medicare	3,633		Federal Medicare 1.45% of salary
		-,	-,	personnel.
505.700	City-Paid Insurance	1,269	1,269	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death &
	Subtotal	355,550	368,110	_dismemberment (AD&D).
	Subtotal		500,110	-
	<u>Operations</u>			
515.200	Electricity	32,000	-	Street lights and signals expenditures.
	-			Based on historical use.
520.400	Street Maintenance	30,000	33,000	Supplies for graffiti abatement \$18,000;
				asphalt repairs \$10,000; new and
				replacement street signs \$5,000.
520.600	Vehicle Maintenance	8,000	8,000	Tire maintenance, auto body work, oil
				changes, and other repairs as needed.
520 610	Vahiala Fual	12 000	12 000	Based on historical information.
520.610	Vehicle Fuel	12,000	12,000	Regular gas, diesel, and CNG for vehicles and power tools. Currently purchasing CNG
				offsite at retail prices.
530,100	Contract Services	387,000	887,881	
				of Landscape Maintenance and Tree Trimming Services (other portion is allocated to Grounds Contract Services) \$501,753; LACDPW Catch Basin Cleanout \$1,000; Underground Service Alerts \$2,000; Bridge Soffit Lighting \$6,000; Concrete/Pavement Repair \$10,000; other contract services as needed.
530.200	Professional Services	10,000	10,000	Engineering services and studies.
540.200	Special Expenses	5,000	5,000	Miscellaneous permits, licenses, and
	Subtotal	484,000	955,881	expenses for traffic control.
			,	-
	GAS TAX FUND TOTAL	839,550	1,323,991	
Fund: 501.100	206 - Prop A Salaries - Full-Time	18,647	15 750	Allocated salary of PW Director and
501.100	Salaries - Fuil-Time	10,047	15,759	Administrative Analyst.
501.500	Longevity Pay	60	20	Per MOU.
505.100	Flexible Benefit	5,689		Employee health benefits.
505.200	Retirement	1,892		PERS city contribution and deferred
				compensation match.
505.300	Medicare	264	222	Federal Medicare 1.45% of salary
				personnel.
505.700	City-Paid Insurance	119	99	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	26,671	22,518	- ` ` '
	Prop A TOTAL	26,671	22,518	
		20,071	22,010	<u>.</u>

Dept:	PUBLIC WORKS		Program:	PW Street Maintenance - 330
Account No	p. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
				·
Fund:	207 - Proposition C			
501.100	Salaries - Full-Time	74,586		Salary allocation for Maintenance Worker I
501.500	Longevity award	240	160	Per MOU.
505.100	Flexible Benefit	22,757	24,197	Employee health benefits.
505.200	Retirement	7,567		PERS city contribution.
505.300	Medicare	1,055	1,086	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	476	476	City provided long-term disability (LTD),
				employee assistance program (EAP), life
				insurance, accidental death &
				_dismemberment (AD&D).
	Subtotal	106,681	109,893	_
	Operations			
530.100	Contract Services	150,000	175 000	Provides for LACDPW Traffic Signal
		,		Maintenance \$115,000, LACDPW Traffic
				Signal Accident Repairs \$25,000; CalTrans
				Traffic Signal Maintenance for Freeway
				Ramps \$10,000, street striping and street
				legend work for major corridors \$25,000.
	Subtotal	150,000	175,000	-
		i		-
	PROP C TOTAL	256,681	284,893	_
Fund:	244 - Measure R			
501.100	Salaries - Full-Time	37,293		Salary allocation for Maintenance Worker I
501.500	Longevity award	120		Per MOU.
505.100	Flexible Benefit	11,379		Employee health benefits.
505.200	Retirement	3,784 528	-	PERS city contribution.
505.300	Medicare	528	543	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	238	238	City provided long-term disability (LTD),
000.100		200	200	employee assistance program (EAP), life
				insurance, accidental death &
				_dismemberment (AD&D).
	Subtotal	53,342	54,947	-
	MEASURE R TOTAL	53,342	54,947	1

Dept:	PUBLIC WORKS		Program:	PW Street Maintenance - 330
Account No	b. Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
				,
Fund:	276 - AB939			
	Personnel			
501.100	Salaries - Full-Time	37,293	34,944	Allocated salary of PW Director and Administrative Analyst.
501.500	Longevity Pay	120	60	Per MOU.
505.100	Flexible Benefit	11.379		Employee health benefits.
505.200	Retirement	3,784		PERS city contribution and deferred
303.200	Retrement	0,704	5,104	compensation match.
505.300	Medicare	528	494	Federal Medicare 1.45% of salary
				personnel.
505.700	City-Paid Insurance	238	218	City provided long-term disability (LTD),
				employee assistance program (EAP), life
				insurance, accidental death &
				_dismemberment (AD&D).
	Subtotal	53,342	49,990	-
	AB939 TOTAL	53,342	49,990	
		•		-
	ALL FUNDS TOTAL:	1,646,105	2,022,243	-
	ALL TONDS TOTAL.	1,040,105	2,022,243	

NUMBER DESCRIPTION 2023-24 2024-25 2024-25 2025-26 PRIOR YEA GENERAL FUND (100-340) PERSONNEL 78,344 30.090 30.090 - 100-340-501:00 SALARIES - FULL-TIME 78,344 30.090 - - - 100-340-501:00 SALARIES - VORTIME 511 - - - - 100-340-501:00 MADATORY LEAVE - - - - - 100-340-501:00 RETIREMENT 16,594 5,689 6,049 38 100-340-605:00 REDICARE 1.206 436 436 436 - 100-340-605:700 CITY-PADI INSURANCE 202 119 119 119 - 100-340-510:00 OFFICE SUPPLIES 507 500 500 - - 100-340-510:00 REPROGRAPHICS - 500 500 - - 100-340-510:00 REPROGRAPHICS 100 1000 10000 - -	1000		107	PROJECTED	AMENDED	ADOPTED	CHANGE
GENERAL FUND (100-340) PERSONNEL 100-340-501:00 SALARIES - FULL-TIME 76,344 30,090 30,090 30,090 - 100-340-501:00 SALARIES - OVERTIME 511 - <t< th=""><th>ACCOUNT</th><th>55005-55-5</th><th>ACTUAL</th><th>ACTUAL</th><th>BUDGET</th><th>BUDGET</th><th>FROM</th></t<>	ACCOUNT	55005-55-5	ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
PERSONNEL 100-340-501-100 SALARIES - FULL-TIME 78,344 30,090 30,090 30,090 - 100-340-501-00 SALARIES - OVERTIME 511 -	NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
100-340-501.100 SALARIES - FULLTIME 78.344 30.090 30.090 - 100-340-501.500 SALARIES - OVERTIME 511 -<	GENERAL FUND	D (100-340)					
100.340-501.400 SALARIES - OVERTIME 511 - - - 100.340-501.500 LONGEVITY PAY 240 40 40 40 100.340-501.500 LONGEVITY PAY 240 40 40 40 100.340-505.000 NELRIER BENEFIT 16,594 5,689 5,689 6,049 33 100.340-505.000 REDICARE 1.208 436 436 436 - 100.340-505.000 CITY-PAID INSURANCE 202 119 119 19 - 200-340-505.00 CITY-PAID INSURANCE 202 119 119 - - 100-340-510.100 OFFICE SUPPLIES 507 500 500 - - 100-340-510.000 SUBSCIPTIONSPUELICATIONS 1.000 1.000 1.000 - - 100-340-510.600 STAFF DEVELOPMENT 280 3.500 3.500 - - 100-340-510.600 TRAVEL/MEETINS 100 500 500 - - - -<		PERSONNEL					
100-340-501.500 LONGEVITY PAY 240 40 40 40 - 100-340-501.900 MANDATORY LEAVE - <td>100-340-501.100</td> <td>SALARIES - FULL-TIME</td> <td>78,344</td> <td>30,090</td> <td>30,090</td> <td>30,090</td> <td>-</td>	100-340-501.100	SALARIES - FULL-TIME	78,344	30,090	30,090	30,090	-
100:340-501:900 MANDATORY LEAVE - 100:340-50:00DROF	100-340-501.400	SALARIES - OVERTIME	511	-	-	-	-
100-340-505.100 FLEXIBLE BENEFIT 16,594 5,689 6,049 36 100-340-505.200 RETIREMENT 8,761 3,316 3,337 2 100-340-505.200 RETIREMENT 10,5860 39,690 436 436 436 - 100-340-505.700 CITY-PADI INSURANCE 202 119 119 119 - - - - 30,690 40,071 38 OPERATIONS 100-340-510.200 REPROGRAPHICS - 500 500 500 - - 100-340-510.600 1,000 1,000 1,000 - - 100-340-510.600 SUBSCRIPTIONS/PUBLICATIONS 1,000 1,000 1,000 - - 100-340-510.500 500 500 - 100-340-510.500 SL000 52,000 - 100-340-510.500 SL000 52,000 - 100-340-510.500 SL000 5,000 - 100-340-510.500 ILGARAPKENVICES - 52,000 5,000 - 100-340-500.200 FCORESIN	100-340-501.500	LONGEVITY PAY	240	40	40	40	-
100-340-505.200 RETIREMENT 8,761 3,316 3,316 3,337 2 100-340-505.200 MEDICARE 1,208 436 436 436 436 100-340-505.200 CITY-PARD INSURANCE 202 119 119 119 . 100-340-510.100 OFFICE SUPPLIES 507 500 500 - . 100-340-510.200 REPRORAPHICS - 500 500 500 - 100-340-510.400 SUBSCRIPTIONSPUBLICATIONS 1,000 1,000 1,000 - . 100-340-510.610 MEMAGRAPHICS 40 500 500 500 - 100-340-510.610 MEMERSHIP/DUES 140 500 500 - . 100-340-510.610 MEMORASHIENT 101 200 200 - . . 110-340-510.600 	100-340-501.900	MANDATORY LEAVE	-	-	-	-	-
100-340-505.300 MEDICARE 1.208 4.36 4.36 4.36 4.36 4.36 1.19 110 100 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 </td <td>100-340-505.100</td> <td>FLEXIBLE BENEFIT</td> <td>16,594</td> <td>5,689</td> <td>5,689</td> <td>6,049</td> <td>360</td>	100-340-505.100	FLEXIBLE BENEFIT	16,594	5,689	5,689	6,049	360
100-340-505.700 CITY-PAID INSURANCE 202 119 119 119 119 SUBTOTAL 105,860 39,690 39,690 40,071 38 00-340-510.200 REPROGRAPHICS - 500 500 - 100-340-510.200 REPROGRAPHICS - 500 500 - 100-340-510.200 REPROGRAPHICS - 500 500 - 100-340-510.610 MEMBERSHIP/DUES 140 500 500 - 100-340-510.610 MEMERSHIP/DUES 140 500 500 - 100-340-510.610 MEMEGRESHIP/DUES - 52,000 52,000 - 100-340-510.600 MILAGE REIMBURSEMENT 101 200 200 - 100-340-50.200 PROFESSIONAL SERVICES - 52,000 52,000 52,000 1,000 100-340-50.200 EDCAL ROB SAFETY PLAN STUDY - - - - 100-340-50.200 SALARIES - FULL-TIME 25,970 17,064	100-340-505.200	RETIREMENT	8,761	3,316	3,316	3,337	21
SUBTOTAL 105,860 39,690 39,690 40,071 38 OPERATIONS - - 500 500 500 - 38 100-340-510,00 REPROGRAPHICS - 500 500 500 - 100-340-510,400 SUBSCRIPTIONS/PUBLICATIONS 1,000 1,000 1,000 - 0 - 500 500 - - 500 500 - 100-340-510,600 STAFF DEVELOPMENT 260 3,500 3,500 3,500 - 100-340-510,620 TRAVE/MEETINGS 40 500 500 - 100-340-510,620 TRAVE/MEETINGS 40 500 500 - 100-340-510,620 TRAVE/MEETINGS - 52,000 2.000 - 100-340-50,200 52,000 - 1,000 1,000 - (1,00 1,00 - 1,00 1,000 - 1,00 1,000 - 1,00 1,00 - - - - - - - -	100-340-505.300	MEDICARE	1,208	436	436	436	-
OPERATIONS 100-340-510.100 OFFICE SUPPLIES 507 500 500 500 - 100-340-510.200 REPROGRAPHICS - 500 500 500 - 100-340-510.200 SUBSCRIPTIONS/PUBLICATIONS 1.000 1.000 1.000 - - 500 500 500 - 100-340-510.600 STAFF DEVELOPMENT 260 3.500 3.500 - - - - - - - - 100-340-510.600 MEMERSHIPTOUES 140 500 500 - - - - - 100-340-510.620 REMBURSEMENT 101 200 200 - - - - - 1.000 - (1,00 - (1,00 - - 1.000-340-530.200 EGAL ADS - 4.000 4.000 5.000 1.000-340-530.200 EGAL ADS - - - - - - - - - - - - - <td>100-340-505.700</td> <td>CITY-PAID INSURANCE</td> <td>202</td> <td>119</td> <td>119</td> <td>119</td> <td>-</td>	100-340-505.700	CITY-PAID INSURANCE	202	119	119	119	-
100-340-510.100 OFFICE SUPPLIES 507 500 500 - 100-340-510.200 REPROGRAPHICS - 500 500 500 - 100-340-510.200 SUBERTIONS/PUBLICATIONS 1.000 1.000 1.000 - 100-340-510.600 STAFF DEVELOPMENT 260 3.500 3.500 - - 100-340-510.600 STAFF DEVELOPMENT 260 3.500 500 500 - - 100-340-510.600 MILEAGE REIMBURSEMENT 101 200 200 - - 100-340-510.650 MILEAGE REIMBURSEMENT 100-340-510.650 MILEAGE REIMBURSEMENT 100-340-50.200 52.000 -		SUBTOTAL	105,860	39,690	39,690	40,071	381
100-340-510.100 OFFICE SUPPLIES 507 500 500 - 100-340-510.200 REPROGRAPHICS - 500 500 500 - 100-340-510.200 SUBERTIONS/PUBLICATIONS 1.000 1.000 1.000 - 100-340-510.600 STAFF DEVELOPMENT 260 3.500 3.500 - - 100-340-510.600 STAFF DEVELOPMENT 260 3.500 500 500 - - 100-340-510.600 MILEAGE REIMBURSEMENT 101 200 200 - - 100-340-510.650 MILEAGE REIMBURSEMENT 100-340-510.650 MILEAGE REIMBURSEMENT 100-340-50.200 52.000 -							
100-340-510.200 REPROGRAPHICS - 500 500 - 100-340-510.400 SUBSCRIPTIONS/PUBLICATIONS 1,000 1,000 1,000 - 100-340-510.600 STAFF DEVELOPMENT 260 3,500 3,500 - 100-340-510.610 MEMBERSHIP/DUES 140 500 500 500 - 100-340-510.620 TRAVEL/MEETINGS 40 500 500 - - 100-340-510.620 TRAVEL/MEETINGS 40 500 52,000 - - 100-340-510.620 TRAVEL/MEETINGS 40 500 52,000 - - 100-340-510.620 PROFESSIONAL SERVICES - 52,000 52,000 - (1,00 100-340-530.200 PCIAL EXPENSES 365 2,000 2,000 - <td>100 010 510 100</td> <td></td> <td>E07</td> <td>500</td> <td>500</td> <td>500</td> <td></td>	100 010 510 100		E07	500	500	500	
100-340-510.400 SUBSCRIPTIONS/PUBLICATIONS 1,000			507				-
100-340-510.600 STAFF DEVELOPMENT 260 3,500 3,500 3,500 - 100-340-510.610 MEMBERSHIP/DUES 140 500 500 500 - 100-340-510.610 MEAGE REIMBURSEMENT 101 200 200 - 100-340-510.650 MILAGE REIMBURSEMENT 101 200 200 - 100-340-530.200 PROFESSIONAL SERVICES - 52,000 52,000 52,000 - (1,00 100-340-530.201 TEMPORARY SERVICES - 1,000 1,000 - (1,00 100-340-50.200 SPECAL EXPENSES 365 2,000 2,000 - <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td>-</td>			-				-
100-340-510.610 MEMBERSHIP/DUES 140 500 500 - 100-340-510.620 TRAVEL/MEETINGS 40 500 500 500 - 100-340-510.620 TRAVEL/MEETINGS 40 500 500 500 - 100-340-510.620 PROFESSIONAL SERVICES - 52,000 52,000 - (1,00 100-340-530.200 PROFESSIONAL SERVICES - 4,000 4,000 5,000 1,00 100-340-50.200 PROLAL EXPENSES 365 2,000 2,000 - <td< td=""><td></td><td></td><td>,</td><td>,</td><td></td><td></td><td>-</td></td<>			,	,			-
100-340-510.620 TRAVEL/MEETINGS 40 500 500 500 - 100-340-510.620 MILEAGE REINBURSEMENT 101 200 200 200 - 100-340-530.200 PROFESSIONAL SERVICES - 52,000 52,000 52,000 - (1,00 100-340-530.201 TEMPORARY SERVICES - 1,000 1,000 - (1,00 100-340-530.201 TEMPORARY SERVICES - 4,000 4,000 5,000 1,000 100-340-50.201 SPECIAL EXPENSES 365 2,000 2,000 2,000 - - 100-340-700.278 LOCAL ROAD SAFETY PLAN STUDY -						,	-
100-340-510.650 MILEAGE REIMBURSEMENT 101 200 200 200 - 100-340-530.200 PROFESSIONAL SERVICES - 52,000 52,000 52,000 - (1,000 100-340-530.201 TEMPORARY SERVICES - 1,000 1,000 - (1,000 100-340-530.201 EGAL ADS - 4,000 4,000 5,000 1,000 100-340-503.201 EGAL ADS -							-
100-340-530.200 PROFESSIONAL SERVICES - 52.000 52.000 - (1,00 100-340-530.210 TEMPORARY SERVICES - 1,000 1,000 - (1,00 100-340-530.500 LEGAL ADS - 4,000 4,000 5,000 1,000 100-340-540.200 SPECIAL EXPENSES 365 2,000 2,000 - <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>-</td>							-
100-340-530.210 TEMPORARY SERVICES - 1,000 1,000 - (1,000 100-340-530.500 LEGAL ADS - 4,000 4,000 5,000 1,000 100-340-530.500 SPECIAL EXPENSES 365 2,000 2,000 2,000 - <td< td=""><td></td><td></td><td>101</td><td></td><td></td><td></td><td>-</td></td<>			101				-
100-340-530.500 LEGAL ADS - 4,000 4,000 5,000 1,00 100-340-540.200 SPECIAL EXPENSES 365 2,000 2,000 2,000 - 100-340-700.278 LOCAL ROAD SAFETY PLAN STUDY - </td <td></td> <td></td> <td>-</td> <td></td> <td></td> <td>52,000</td> <td>-</td>			-			52,000	-
100-340-540.200 SPECIAL EXPENSES 365 2,000 2,000 2,000 - 100-340-580.151 ARPA REIMBURSEMENT -			-	1,000	1,000	-	(1,000
100-340-580.151 ARPA REIMBURSEMENT -			-		,	,	1,000
100-340-700.278 LOCAL ROAD SAFETY PLAN STUDY -<			365	2,000	2,000	2,000	-
SUBTOTAL 2,412 65,700 65,700 - GENERAL FUND TOTAL 108,272 105,390 105,390 105,771 38 GAS TAX FUND (201-340) PERSONNEL 201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,064 201-340-501.400 SALARIES - OVERTIME 608 -			-	-	-	-	-
GENERAL FUND TOTAL 108,272 105,390 105,390 105,771 38 GAS TAX FUND (201-340) PERSONNEL 201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,064 201-340-501.100 SALARIES - FULL-TIME 608 - - - - 201-340-501.000 SALARIES - OVERTIME 608 -	100-340-700.278	LOCAL ROAD SAFETY PLAN STUDY	-	-	-	-	-
GAS TAX FUND (201-340) PERSONNEL 201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,066 201-340-501.400 SALARIES - OVERTIME 608 - - - - 201-340-501.500 LONGEVITY PAY 80 80 80 160 8 201-340-505.100 FLEXIBLE BENEFIT 4,051 3,793 3,793 8,066 4,27 201-340-505.200 RETIREMENT 3,248 2,136 2,136 4,293 2,15 201-340-505.300 MEDICARE CONTRIBUTION 409 247 247 495 24 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 3UBTOTAL 34,484 23,399 23,399 47,300 23,90 201-340-530.200 PROFESSIONAL SERVICES - - - - -		SUBTOTAL	2,412	65,700	65,700	65,700	-
PERSONNEL 201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,066 201-340-501.400 SALARIES - OVERTIME 608 - - - - - 201-340-501.00 LONGEVITY PAY 80 80 80 160 88 201-340-505.000 FLEXIBLE BENEFIT 4,051 3,793 3,793 8,066 4,27 201-340-505.200 RETIREMENT 3,248 2,136 2,136 4,293 2,15 201-340-505.200 MEDICARE CONTRIBUTION 409 247 247 495 24 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-503.000 PROFESSIONAL SERVICES - - - - - 201-340-530.200 PROFESSIONAL SERVICES - - - - - -		GENERAL FUND TOTAL	108,272	105,390	105,390	105,771	381
PERSONNEL 201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,066 201-340-501.400 SALARIES - OVERTIME 608 - - - - - 201-340-501.00 LONGEVITY PAY 80 80 80 160 88 201-340-505.000 FLEXIBLE BENEFIT 4,051 3,793 3,793 8,066 4,27 201-340-505.200 RETIREMENT 3,248 2,136 2,136 4,293 2,15 201-340-505.200 MEDICARE CONTRIBUTION 409 247 247 495 24 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-503.000 PROFESSIONAL SERVICES - - - - - 201-340-530.200 PROFESSIONAL SERVICES - - - - - -				· · · · ·	· · · ·	· · · ·	
201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,066 201-340-501.400 SALARIES - OVERTIME 608 -	GAS TAX FUND	(201-340)					
201-340-501.100 SALARIES - FULL-TIME 25,970 17,064 17,064 34,127 17,066 201-340-501.400 SALARIES - OVERTIME 608 -		PERSONNEL					
201-340-501.400 SALARIES - OVERTIME 608 -	201-340-501 100		25 970	17 064	17 064	34 127	17 063
201-340-501.500 LONGEVITY PAY 80 80 80 160 8 201-340-505.100 FLEXIBLE BENEFIT 4,051 3,793 3,793 8,066 4,27 201-340-505.200 RETIREMENT 3,248 2,136 2,136 4,293 2,155 201-340-505.200 MEDICARE CONTRIBUTION 409 247 247 495 244 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-505.700 CITY-PAID INSURANCE 34,484 23,399 23,399 47,300 23,90 201-340-505.701 OPERATIONS -				-	-	-	-
201-340-505.100 FLEXIBLE BENEFIT 4,051 3,793 3,793 8,066 4,27 201-340-505.200 RETIREMENT 3,248 2,136 2,136 4,293 2,15 201-340-505.300 MEDICARE CONTRIBUTION 409 247 247 495 24 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-505.700 DIPERATIONS 34,484 23,399 23,399 47,300 23,90 201-340-530.200 PROFESSIONAL SERVICES - - - - - 201-340-530.200 UPERATIONS - - - - - - -				80	80	160	80
201-340-505.200 RETIREMENT 3,248 2,136 2,136 4,293 2,155 201-340-505.300 MEDICARE CONTRIBUTION 409 247 247 495 244 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 201-340-505.700 CITY-PAID INSURANCE 118 79 23,399 23,399 23,390 23,900 201-340-530.200 OPERATIONS -							
201-340-505.300 MEDICARE CONTRIBUTION 409 247 247 495 24 201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 SUBTOTAL 34,484 23,399 23,399 47,300 23,90 201-340-530.200 OPERATIONS - - - - SUBTOTAL - - - - -							
201-340-505.700 CITY-PAID INSURANCE 118 79 79 159 8 SUBTOTAL 34,484 23,399 23,399 47,300 23,90 201-340-530.200 OPERATIONS PROFESSIONAL SERVICES -							248
SUBTOTAL 34,484 23,399 23,399 47,300 23,90 201-340-530.200 OPERATIONS PROFESSIONAL SERVICES -							80
201-340-530.200 PROFESSIONAL SERVICES -	201-340-303.700						23,901
201-340-530.200 PROFESSIONAL SERVICES -		OPERATIONS					
SUBTOTAL	201-340-520 200						
	201-040-000.200			-		-	-
GAS TAX FUND TOTAL 34,484 23,399 23,399 47,300 23,90							
		GAS TAX FUND TOTAL	34,484	23,399	23,399	47,300	23,901

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
PROP A FUND (206-340)					
FROF A FUND (200-340)					
	PERSONNEL					
	SALARIES - FULL-TIME	21,956.22	30,090	30,090	4,266	(25,824)
	SALARIES - OVERTIME	126.52	-	-	-	-
	LONGEVITY PAY	20.00	40	40	20	(20)
	FLEXIBLE BENEFIT	3,028.63	5,689	5,689	1,008	(4,681)
206-340-505.200		2,484.80	3,316	3,316	537	(2,779)
206-340-505.300	MEDICARE CONTRIBUTION	343.65	436	436	62	(374)
206-340-505.700	CITY-PAID INSURANCE	84.34	119	119	20	(99)
	SUBTOTAL	28,044	39,690	39,690	5,913	(33,777)
	PROP A FUND TOTAL	28,044	39,690	39,690	5,913	(33,777)
PROPOSITION	C FUND (207-340)					
	PERSONNEL					
207-340-501,100	SALARIES - FULL-TIME	52,601	36,484	36,484	45,016	8,532
	SALARIES - PART TIME	253	-	_	-	_
	LONGEVITY PAY	40	80	80	120	40
	FLEXIBLE BENEFIT	7,748	7,586	7,586	10,082	2,496
207-340-505.200		5,813	3,665	3,665	4,766	1,101
	MEDICARE CONTRIBUTION	816	529	529	653	124
	CITY-PAID INSURANCE	237	159	159	198	39
201 0 10 000.100	SUBTOTAL	67,507	48,503	48,503	60,835	12,332
	OPERATIONS					
207-340-530 200	PROFESSIONAL SERVICES		_	_	_	_
201 010 000.200	SUBTOTAL	-	_	_	-	_
	000101712					
	PROP C FUND TOTAL:	67,507	48,503	48,503	60,835	12,332
CDBG (214-340)						
214-340-501.100	SALARIES - FULL-TIME	-	-	-	33,406	33,406
214-340-505.100	FLEXIBLE BENEFIT	-	-	-	6,049	6,049
214-340-505.200	RETIREMENT	-	-	-	3,754	3,754
214-340-505.300	MEDICARE CONTRIBUTION	-	-	-	485	485
214-340-505.700	CITY-PAID INSURANCE	-	-	-	119	119
	SUBTOTAL	-	-	-	43,813	43,813
	CDBG FUND TOTAL:		-	-	43,813	43,813
					,	,

			PROJECTED			CHANGE
ACCOUNT	RECORDETION	ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEA
	PERSONNEL					
240-340-501.100	SALARIES - FULL-TIME	-	29,620	29,620	-	(29,62
240-340-505.100	FLEXIBLE BENEFIT	189	4,741	4,741	-	(4,74
240-340-505.200	RETIREMENT	-	3,708	3,708	-	(3,70
240-340-505.300	MEDICARE CONTRIBUTION	1	429	429	-	(42
240-340-505.700	CITY-PAID INSURANCE	12	99	99	-	(9
	SUBTOTAL	202	38,597	38,597	-	(38,59
	OPERATIONS					
240-340-530.200	PROFESSIONAL SERVICES	-	-	-	-	-
	SUBTOTAL	-	-	-	-	-
	PROP C 25 FUND TOTAL:	202	38,597	38,597	-	(38,59
MEASURE R (24	4-340)					
244-340-501.100	PERSONNEL SALARIES - FULL-TIME	15,200	30,090	30,090	13,976	(16,11
	SALARIES - OVERTIME	127	-	-	-	(10,1
	LONGEVITY PAY	20	40	40	20	(2
	FLEXIBLE BENEFIT	2,587	5,689	5,689	3,025	(2,66
244-340-505.200		1,467	3,316	3,316	1,310	(2,00
	MEDICARE CONTRIBUTION	238	436	436	203	(2,00
	CITY -PAID INSURANCE	86	119	119	59	(20
244 040 000.700	SUBTOTAL	19,724	39,690	39,690	18,593	(21,09
	OPERATIONS					
244-340-530.200	PROFESSIONAL SERVICES	-	-	-	-	-
	SUBTOTAL	-	-	-	-	-
	MEASURE R FUND TOTAL:	19,724	39,690	39,690	18,593	(21,09
MEASURE M FU	ND (272-340)					
	PERSONNEL				.	
	SALARIES - FULL-TIME	25,043	48,332	48,332	69,420	21,08
	SALARIES - OVERTIME	253	-	-	-	-
		-	80	80	40	(4
		3,437	9,482	9,482	13,107	3,62
272-340-505.200		2,655	5,148	5,148	7,836	2,68
	MEDICARE CONTRIBUTION	529	701	701	1,007	30
272-340-505.700	CITY-PAID INSURANCE	206	198	198	258	6
	SUBTOTAL	32,123	63,941	63,941	91,668	27,72
	OPERATIONS					
272-340-530.200	PROFESSIONAL SERVICES	-	-	-	-	-
	SUBTOTAL	-	-	-	-	-

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	MEASURE M FUND TOTAL:	32,123	63,941	63,941	91,668	27,727
B1 GAS TAX S	TREET REHAB (274-340)					
	PERSONNEL					
274-340-501.100	SALARIES - FULL-TIME	54,399	49,510	49,510	64,675	15,165
274-340-501.500	LONGEVITY PAY	-	40	40	-	(40
274-340-505.100	FLEXIBLE BENEFIT	7,372	9,482	9,482	12,099	2,617
274-340-505.200	RETIREMENT	5,670	4,844	4,844	6,790	1,946
274-340-505.300	MEDICARE CONTRIBUTION	839	718	718	938	220
274-340-505.700	CITY -PAID INSURANCE	217	198	198	238	40
	SUBTOTAL	68,496	64,792	64,792	84,740	19,948
274 240 520 200	OPERATIONS					
274-340-330.200	PROFESSIONAL SERVICES SUBTOTAL	-	-	-	-	-
	SUBTOTIAL	-	-	-	-	
	SBI GAS TAX TOTAL	68,496	64,792	64,792	84,740	19,948
MEASURE W FL	IND (282-340)					
	PERSONNEL					
282-340-501.100	SALARIES - FULL-TIME	-	5,924	5,924	5,924	-
282-340-505.100	FLEXIBLE BENEFIT	-	948	948	1,008	60
282-340-505.200	RETIREMENT	-	742	742	745	3
282-340-505.300	MEDICARE CONTRIBUTION	-	86	86	86	-
282-340-505.700	CITY-PAID INSURANCE	-	20	20	20	-
	SUBTOTAL	-	7,720	7,720	7,783	63
	MEASURE M FUND TOTAL:	-	7,720	7,720	7,783	63
	ALL FUNDS TOTAL	358,854	431,722	431,722	466,416	(9,119
		000,004	101,122	101,122	100,410	(0,11)

Dept:	Public Works		Program:	Engineering - 340
		Amended	Adopted	
		Budget	Budget	
Account No	. Line Item	2023-2024	2024-2025	Description
Fund:	100 - General Fund			
	Personnel			
501.100	Salaries - Full-Time	30,090	30,090	Associate Engineer salary allocation.
501.500	Longevity Pay	40	40	Longevity.
505.100	Flexible Benefit	5,689	6,049	Employee health benefits.
505.200	Retirement	3,316	3,337	PERS city contribution.
505.300	Medicare	436	436	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	119	119	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	39,690	40,071	
				-
	<u>Operations</u>			
510.100	Office Supplies	500		Provides for writing instruments, filing supplies plan racks and measuring wheels.
510.200	Reprographics	500	500	Provides for reproduction of project specifications, maps, and scanning services.
510.400	Subscriptions/Publications	1,000	1,000	Provides for Auto Cad subscription (\$750), industry publications and journals.
510.600	Staff Development	3,500	3,500	Conferences, workshops, and P.E. prep courses.
510.610	Membership/Dues	500	500	Provides for memberships for industry associations.
510.620	Travel/Meetings	500	500	Conferences and workshops.
510.650	Mileage Reimbursement	200	200	Provides reimbursement for use of personal vehicles for official business usage.
530.200	Professional Services	52,000	52,000	Provides for contract legal review service for Small Cell Wireless Facility Applications which are fully reimbursed by applicant/developer; up to 10 applications \$27,000; Design & Survey services \$15,000; Paving Standards \$10,000.
530.210	Temporary Services	1,000	-	Provides for inspection services as needed (third party inspectors).
530.500	Legal Ads	4,000	5,000	Bid Advertising for CIP projects to be published in the newspaper.
540.200	Special Expenses	2,000	2,000	Provides for unforeseen engineering related expenses.
	Subtotal	65,700	65,700	- '
	GENERAL FUND TOTAL	105,390	105,771	

Dept:	Public Works		Program:	Engineering - 340
		Amended	Adopted	
		Budget	Budget	
Account No	b. Line Item	2023-2024	2024-2025	Description
Fund:	201- Gas Tax			
	Personnel			
501.100	Salaries - Full-Time	17,064	34,127	Associate Engineer salary allocation.
501.500	Longevity Pay	80	160	Longevity.
505.100	Flexible Benefit	3,793	8,066	Employee health benefits.
505.200	Retirement	2,136	4,293	PERS city contribution and deferred compensation match.
505.300	Medicare	247	495	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	79	159	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	23,399	47,300	
	GAS TAX FUND TOTAL:	23,399	47,300	
Fund:	206- Prop A			
	Personnel			
501.100	Salaries - Full-Time	30,090	4,266	Associate Engineer, Assistant Engineer, and Public Works Inspector salary allocations.
501.500	Longevity Pay	40	20	Longevity.
505.100	Flexible Benefit	5,689	1,008	Employee health benefits.
505.200	Retirement	3,316	537	PERS city contribution and deferred compensation match.
505.300	Medicare	436	62	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	119	20	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	39,690	5,913	
	PROP A FUND TOTAL	20.000	E 040	
	PROPATUNDIUTAL	39,690	5,913	<u>.</u>
Fund:	207- Proposition C			
	<u>Personnel</u>	-		
501.100	Salaries - Full-Time	36,484		Associate Engineer salary allocation.
501.500	Longevity Pay	80		Longevity.
505.100	Flexible Benefit	7,586		Employee health benefits.
505.200	Retirement	3,665		PERS city contribution and deferred compensation match.
505.300	Medicare	529		Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	159	198	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	48,503	60,835	-
	PROP C FUND TOTAL:	48,503	60,835	
		-10,000	30,000	

Dept:	Public Works	Program: Engineering - 340			
		Amended	Adopted		
		Budget	Budget		
Account No	b. Line Item	2023-2024	2024-2025	Description	
Fund:	214- CDBG				
	Personnel				
501.100	Salaries - Full-Time	-	33,406		
505.100	Flexible Benefit	-	6,049		
505.200	Retirement	-	3,754		
505.300	Medicare	-	485		
505.700	City-Paid Insurance	-	119	<u>.</u>	
	Subtotal	-	43,813	_	
	CDBG FUND TOTAL:	-	43,813	[
				-	
Fund:	240 - PROP C 25				
501.100	SALARIES - FULL-TIME	29,620	-	Associate Engineer salary allocation.	
505.100	FLEXIBLE BENEFIT	4,741	-	Employee health benefits.	
505.200		3,708	-	PERS city contribution and deferred compensation	
	RETIREMENT	100		match.	
505.300	MEDICARE CONTRIBUTION	429	-	Federal Medicare 1.45% of salary personnel.	
505.700		99	-	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental	
	CITY-PAID INSURANCE			death & dismemberment (AD&D).	
	Subtotal	38,597	-		
	PROP C 25 FUND TOTAL:	38,597	-		
				-	
Fund:	244- Measure R				
	Personnel				
501.100	Salaries - Full-Time	30,090	13,976	Assistant Engineer salary allocation.	
501.500	Longevity Pay	40	20	Longevity.	
505.100	Flexible Benefit	5,689	3,025	Employee health benefits.	
505.200	Retirement	3,316	1,310	PERS city contribution.	
505.300	Medicare	436		Federal Medicare 1.45% of salary personnel.	
505.700	City-Paid Insurance	119	59	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).	
	Subtotal	39,690	18,593	-	
	MEASURE R FUND TOTAL:	39,690	18,593		
				-	

Fund: 272 - MEASURE M

	<u>Personnel</u>			
501.100	Salaries - Full-Time	48,332 69	9,420	Assistant Engineer salary allocation.
501.500	Longevity Pay	80	40	Longevity.

Dept:	Public Works	Program: Engineering - 340				
		Amended	Adopted			
		Budget	Budget			
Account No	. Line Item	2023-2024	2024-2025	Description		
505.100	Flexible Benefit	9,482	13,107	Employee health benefits.		
505.200	Retirement	5,148		PERS city contribution.		
505.300	Medicare	701		Federal Medicare 1.45% of salary personnel.		
505.700	City-Paid Insurance	198		City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).		
	Subtotal	63,941	91,668			
	MEASURE M FUND TOTAL:	63,941	91,668	[
Fund:	274 - SB1 GAS TAX			-		
	Personnel					
501.100	Salaries - Full-Time	49,510	64,675	Assistant Engineer salary allocation.		
501.500	Longevity Pay	40		Longevity.		
505.100	Flexible Benefit	9,482		Employee health benefits.		
505.200	Retirement	4,844		PERS city contribution.		
505.300	Medicare	718	938	Federal Medicare 1.45% of salary personnel.		
505.700	City-Paid Insurance	198		City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).		
	Subtotal	64,792	84,740	- `´´´		
	SB1 GAS TAX FUND TOTAL:	64,792	84,740			
Fund:	282 - MEASURE W					
	Personnel					
501.100	Salaries - Full-Time	5,924	5,924	Assistant Engineer salary allocation.		
505.100	Flexible Benefit	948	1,008	Employee health benefits.		
505.200	Retirement	742	745	PERS city contribution.		
505.300	Medicare	86	86	Federal Medicare 1.45% of salary personnel.		
505.700	City-Paid Insurance	20	20	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).		
	Subtotal	7,720	7,783			
	MEASURE W FUND TOTAL:	7,720	7,783			
	ALL FUNDS TOTAL	431,722	466,416			

PLANNING AND BUILDING ADMINISTRATION - 410

RESTRICTED URBAN DEVELOPMENT FD (215-410)

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT	DECODIDITION	ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	OPERATIONS					
215-410-560 100	OPERATIONS OPERATING TRANS OUT	164,172	179,260	179,260	172,945	(6,315)
213-410-300.100	SUBTOTAL	164,172	179,200	179,200	172,945	(6,315)
	CODICIAL	104,172	175,200	175,200	172,545	(0,010)
	URBAN DEVLP FD TOTAL	164,172	179,260	179,260	172,945	(6,315)
	COMMUNIT		ENT (279-410)			
	PERSONNEL					
279-410-501.100	SALARIES - FULL-TIME	190,257	321,720	321,720	370,564	48,844
279-410-501.200	SALARIES - ELECTED/APPOINTED	3,050	6,000	6,000	6,000	-
279-410-501.400	SALARIES - OVERTIME	2,550	-	-	5,000	5,000
279-410-501.500	LONGEVITY AWARD	180	122	122	90	(32)
279-410-501.600	AUTO ALLOWANCE	-	1,201	1,201	2,340	1,139
	MANDATORY LEAVE	-	-	-	_,=	-
	FLEXIBLE BENEFITS	31,300	50,643	50,643	55,452	4,809
279-410-505.200	RETIREMENT	14,608	31,724	31,724	38,156	6,432
	MEDICARE CONTRIBUTION	3,011	4,643	4,643	5,353	710
	CITY-PAID INSURANCE	754	1,110	1,110	1,142	32
210 110 000.100	SUBTOTAL	245,711	417,163	417,163	484,097	66,934
		- 1	,	,	- ,	
	OPERATIONS					
279-410-510.100	OFFICE SUPPLIES	3,381	6,000	6,000	6,000	-
279-410-510.400	SUBSCRIPTIONS/PUBLICATIONS	300	500	500	500	-
279-410-510.600	STAFF DEVELOPMENT	625	3,000	3,000	2,000	(1,000)
279-410-510.610	MEMBERSHIP/DUES	651	2,000	2,000	2,000	-
279-410-510.620	TRAVEL/MEETINGS	707	3,000	3,000	2,000	(1,000)
279-410-510.640	COMMISSION DEVELOPMENT	388	2,500	2,500	2,500	-
279-410-510.650	MILEAGE REIMBURSEMENT	20	1,000	1,000	500	(500)
279-410-520.600	VEHICLE MAINTENANCE	-	1,200	1,200	1,000	(200)
279-410-520.610	VEHICLE FUEL	207	2,000	2,000	1,000	(1,000)
	CONTRACT SERVICES	330,450	273,257	273,257	155,000	(118,257)
	PROFESSIONAL SERVICES	12,109	20,103	20,103	15,000	(5,103)
	LEGAL SERVICES	42,497	62,509	62,509	60,000	(2,509)
	LEGAL ADVERTISEMENT	16,593	20,000	20,000	15,000	(5,000)
	BUILDING/SAFETY SERVICES	468,114	368,000	368,000	360,000	(8,000)
	SPECIAL EXPENSES		-	-	-	(0,000)
	ARPA REIMBURSEMENT	_	_	_	_	-
210 110 000.101	SUBTOTAL	876,041	765,068	765,068	622,500	(142,568)
		,	,	•	,	
	CAPITAL					
279-410-550.400	OTHER EQUIPMENT	-	10,000	10,000	-	(10,000)
	SUBTOTAL	-	10,000	10,000	-	(10,000)
		4 404 750	4 400 004	4 400 004	4 400 507	(95.624)
	COMMUNITY DEVLP FD TOTAL	1,121,752	1,192,231	1,192,231	1,106,597	(85,634)
		SCUE PLAN AC	T FUND (285-41	0)		
	CONTRACT SERVICES	-	45,000	45,000	-	(45,000)
285-410-550.300		-	40,000	40,000	-	(40,000)
	ARPA FUND TOTAL	-	85,000	85,000	-	(85,000)
	ALL FUNDS TOTAL	1 295 024	1,456,491	1 466 404	1 270 542	(176.040)
	ALL FUNDS TOTAL	1,285,924	1,430,491	1,456,491	1,279,542	(176,949)

Dept:	Community Dev.		Program:	Planning and Building Adm 410
Account No	o. Line Item	Amended Budget 2024-25	Proposed Budget 2025-26	Description
Fund:	215- Restricted Urban Devlp			
560.100	<u>Operations</u> Operating Transfer Out	179,260	172,945	In support of former affordable housing loan program remaining from LRA.
	Subtotal	179,260	172,945	
	UDAG TOTAL:	179,260	172,945	
				_
Fund:	279 - Community Development			
501.100	<u>Personnel</u> Salaries - Full-Time	321,720	370,564	Allocated salary cost for Com Dev Director, Assistant Planner and Admin. Asst. II.
501.200	Salaries - Elected/Appointed	6,000	6,000	Stipend of \$50 per member per Commission
501.400	Salaries - Overtime	-	5,000	meeting. Provides for overtime for extra time needed to complete the General Plan Update and other special assignments.
501.500	Longevity Award	122	90	Per MOU.
501.600	Auto Allowance	1,201		Auto Allowance.
505.100	Flexible Benefits	50,643		Employee health benefits.
505.200	Retirement	31,724	38,156	PERS city contribution and deferred compensation match.
505.300	Medicare Contributions	4,643	5,353	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	1,110	1,142	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	417,163	484,097	
510.100	Operating costs Office Supplies	6,000	6,000	office supplies, document recording, notary, assessor maps, software licenses (Adobe
510.400	Subscriptions/Publications	500	500	and Blue Beam). Provides for CEQA books, APA and other related books, journals, publications and subscriptions to assist staff and grant
510.600	Staff Development	3,000	2,000	writing. Provides for needed training for CEQA, Map Act, state law changes \$2000, GIS; and supervisor training, planning practices and
510.610	Membership/Dues	2,000	2,000	techniques \$2000. Provides for staff and Commissioner memberships in the APA and other planning organizations.

Dept:	Community Dev.		Program:	Planning and Building Adm 410
Account No	o. Line Item	Amended Budget 2024-25	Proposed Budget 2025-26	Description
510.620	Travel/Meetings	3,000	2,000	Provides for attendance at local conferences, local chapter Director's meetings \$2000; American Planning Association conferences, and other related state conferences, lodging, traveling costs, and meetings \$2000.
510.640	Commission Development	2,500	2,500	Provides for Commission requests, travel & training. PC Academy for 1 day.
510.650	Mileage Reimbursement	1,000	500	Provides reimbursement for use of private vehicle for City business/travel for conferences or trainings.
520.600	Vehicle Maintenance	1,200	1,000	Vehicle maintenance for planning staff use.
520.610 530.100	Vehicle Fuel Contract Services	2,000 273,257		Fuel for planning staff vehicle use. Subscription and license fees for GIS mapping software. Contract with 4 Leaf for plan check review
530.200 530.300	Professional Services Legal Services	20,103 62,509		CityView software. Attorney fees.
530.210	Temporary Services	-	-	Provides for filling of positions during sick, vacation and other absences.
530.500	Legal - Advertising	20,000	15,000	Provides for required legal notices for public hearings.
530.600	Building and Safety	368,000	360,000	Provides for contract services for plan checks plus inspections, and additional support staff when needed.
	Subtotal	765,068	622,500	
510.200	Capital costs Other Equipment	10,000	-	Equipment to electronically print and archive planning and engineering drawings.
	Subtotal	10,000	-	-
	COMM DEV FUND TOTAL	1,192,231	1,106,597	
Fund:	285 - American Rescue Plan Act			
	Capital costs	/=		
530.100 550.300	Contract Services Vehicles	45,000 40,000	-	
	ARPA FUND TOTAL	85,000	-	
	ALL FUNDS TOTAL	1,456,491	1,279,542	I

DEPARTMENT EXPENDITURES

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
	SEN	NIOR PROGRAMS	(214-423)			
	PERSONNEL					
	SALARIES - FULL-TIME	29,150	35,632	35,632	35,632	-
	SALARIES - PART-TIME	28,667	-	-	-	
	SALARIES - OVERTIME	94	-	-	-	-
	LONGEVITY PAY	-	320	320	320	-
	FLEXIBLE BENEFIT	9,121	15,171	15,171	16,132	961
214-423-505.200		2,207	2,731	2,731	2,762	31
	MEDICARE CONTRIBUTION	731	847	847	503	(344)
214-423-505.700	CITY-PAID INSURANCE	272	396	396	317	(79)
	SUBTOTAL	70,241	55,097	55,097	55,666	569
214 422 530 200	OPERATIONS PROFESSIONAL SERVICES	5,483	6,000	6,000	6,000	
214-425-550.200	SUBTOTAL	5,483	6.000	6.000	6.000	
	SOBIOTAL	3,403	0,000	0,000	0,000	
	SENIOR ACTVITIES TOTAL	75,724	61,097	61,097	61,666	569
	Stree	t Improvement 21-2	22(214-442)			
		t Improvement 21-2	22 (214-442)			
214-442-501.100	Stree PERSONNEL SALARIES - FULL-TIME	t Improvement 21-2 3,646	22 (214-442)			
	PERSONNEL		22 (214-442) - -		-	
214-442-501.300	PERSONNEL SALARIES - FULL-TIME		22 (214-442) - - -	- - -		
214-442-501.300 214-442-501.400	<u>PERSONNEL</u> SALARIES - FULL-TIME SALARIES - PART-TIME		22 (214-442) - - - - -			 _ _ _
214-442-501.300 214-442-501.400	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE		22 (214-442) - - - - - - -	- - - -		 _ _ _
214-442-501.300 214-442-501.400 214-442-501.900 214-442-501.500	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE		22 (214-442) - - - - - - - - -	- - - - -		
214-442-501.300 214-442-501.400 214-442-501.900 214-442-501.500	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT	3,646 - - -	22 (214-442) - - - - - - - - - - -			
214-442-501.300 214-442-501.400 214-442-501.900 214-442-501.500 214-442-505.100 214-442-505.200	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT	3,646 - - - 592	22 (214-442) - - - - - - - - - - - -			
214-442-501.300 214-442-501.400 214-442-501.900 214-442-501.500 214-442-505.100 214-442-505.200 214-442-505.300	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT	3,646 - - - 592 279	22 (214-442) - - - - - - - - - - - - - - -			
214-442-501.300 214-442-501.400 214-442-501.900 214-442-501.500 214-442-505.100 214-442-505.200 214-442-505.300	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION	3,646 - - - 592 279 55	22 (214-442) - - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - - -		
214-442-501.300 214-442-501.400 214-442-501.900 214-442-501.500 214-442-505.100 214-442-505.200 214-442-505.300	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE	3,646 - - - 592 279 55 18	- - - - - - - - - -	- - - - - - - - - - - - - - - -	- - - - - - - - - - - - - -	- - - - - - - - - - - - - - -
214-442-501.300 214-442-501.400 214-442-501.900 214-442-505.100 214-442-505.100 214-442-505.200 214-442-505.300 214-442-505.700	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL	3,646 - - - 592 279 55 18	- - - - - - - - - -	- - - - - - - - - - - -		
214-442-501.300 214-442-501.400 214-442-501.900 214-442-505.100 214-442-505.200 214-442-505.300 214-442-505.700 214-442-530.100	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL OPERATIONS	3,646 - - - 592 279 55 18 4,591	- - - - - - - - - -	- - - - - - - - - - - - - -	- - - - - - - - - - - - - - - - - - -	
214-442-501.300 214-442-501.400 214-442-501.900 214-442-505.100 214-442-505.200 214-442-505.300 214-442-505.700 214-442-530.100 214-442-530.200	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL OPERATIONS CONTRACT SERVICES	3,646 - - - 592 279 55 18 4,591	- - - - - - - - - -	- - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - - - - - -	
214-442-501.300 214-442-501.400 214-442-501.900 214-442-505.100 214-442-505.200 214-442-505.300 214-442-505.700 214-442-530.100 214-442-530.200	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL OPERATIONS CONTRACT SERVICES PROFESSIONAL SERVICES	3,646 - - - 592 279 55 18 4,591	- - - - - - - - - -	- - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - - - - - -
214-442-501.300 214-442-501.400 214-442-501.900 214-442-505.100 214-442-505.200 214-442-505.300 214-442-505.700 214-442-530.100 214-442-530.200	PERSONNEL SALARIES - FULL-TIME SALARIES - PART-TIME SALARIES - OVERTIME MANDATORY LEAVE LONGEVITY FLEXIBLE BENEFIT RETIREMENT MEDICARE CONTRIBUTION CITY-PAID INSURANCE SUBTOTAL OPERATIONS CONTRACT SERVICES PROFESSIONAL SERVICES SENIOR ACTIVITIES	3,646 - - - 592 279 55 18 4,591 4,630	- - - - - - - - - - - - - - - - - - -	- - -	- - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - - - - - -

CDBG - Fund 214

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR		
CDBG - STREET IMPROVEMENT PROJECTS								
	CDBG (214-443)							
	PERSONNEL							
214-443-501.100	SALARIES - FULL-TIME	4,291	23,696	23,696	23,696	-		
214-443-505.100	FLEXIBLE BENEFIT	512	3,793	3,793	4,033	240		
214-443-505.200	RETIREMENT	535	2,967	2,967	2,981	14		
214-443-505.300	MEDICARE CONTRIBUTION	68	344	344	344	-		
214-443-505.700	CITY-PAID INSURANCE	11	79	79	79	-		
	SUBTOTAL	5,416	30,879	30,879	31,133	254		
	OPERATIONS							
214-443-530.100	CONTRACT SERVICES	-	-	-	-	-		
214-443-530.200	PROFESSIONAL SERVICES	25,040	-	-	-	-		
	SUBTOTAL	25,040	-	-	-	-		
	<u>CAPITAL</u>							
	STREET IMPROV 24-25	-	665,000	665,000	243,000	(422,000)		
	SUBTOTAL	-	665,000	665,000	243,000	(422,000)		
	STREET IMPROV TOTAL	30,456	695,879	695,879	274,133	(421,746)		
	CDBG FUND TOTAL	115,400	756,976	756,976	335,799	(421,177)		

		Amended Budget	Adopted Budget	
Account No	o. Line Item	2024-25	2025-26	Description
Dept: Fund:	Community Development 214 - CDBG Fund		Program:	423 - Senior Nutrition
	Personnel			
501.100	Salaries - Full-Time	35,632	35,632	Salary for Senior Nutrition Specialist for Senior Lunch Program.
501.500	Longevity Pay	320	320	Longevity.
505.100	Flexible Benefit	15,171	16,132	Employee health benefits.
505.200	Retirement	2,731	2,762	PERS city contribution.
505.300	Medicare	847	503	Federal Medicare 1.45% of salary personnel.
505.700	City-Paid Insurance	396	317	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death & dismemberment (AD&D).
	Subtotal	55,097	55,666	- ` ` ` `
	<u>Operations</u>			-
530.200	Professional Services	6,000	6,000	Admin. Services.
	Subtotal	6,000	6,000	-
				-
	PROGRAM TOTAL	61,097	61,666	_
Dept: Fund:	Community Development 214 - CDBG Fund		Program:	443 - Street Improvements.
	Operations			
501.100	Salaries - Full-Time	23,696	23,696	
505.100	Flexible Benefit	3,793	4,033	
505.200	Retirement	2,967	2,981	
505.300	Medicare	344	344	
505.700	City-Paid Insurance	79	79	_
	Subtotal	30,879	31,133	-
	<u>Capital</u>			
<mark>eed To Crea</mark>	a Street Improvement 24-25	665,000	243,000	FY 2024-25 Approved Projects.
	Subtotal	665,000	243,000	-
	PROGRAM TOTAL	695,879	274,133	
				-
	CDBG FUND TOTAL	756,976	335,799	ī
		,		

DEPARTMENT EXPENDITURES

CITY ATTORNEY - 120

SUCCESSOR AGENCY - REDEVELOPMENT FUND (304-120)

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
304-120-530.320		-	1,000	1,000	1,000	-
	SUBTOTAL CITY ATTORNEY TOTAL	-	1,000 1,000	1,000 1,000	1,000 1,000	-

LRA ADMINISTRATION - 610

SUCCESSOR AGENCY - REDEVELOPMENT FUND (304-610)

	PERSONNEL					
304-610-501.100	SALARIES - FULL-TIME	48,671	58,129	58,129	74,975	16,846
304-610-501.400	SALARIES - OVERTIME	394	-	-	-	-
304-610-501.500	LONGEVITY AWARD	70	30	30	47	17
304-610-501.600	AUTO ALLOWANCE	25	300	300	585	285
304-610-505.100	FLEXIBLE BENEFITS	6,867	11,010	11,010	13,308	2,298
304-610-505.200	RETIREMENT	4,406	5,139	5,139	7,317	2,178
304-610-505.300	MEDICARE CONTRIBUTION	715	836	836	1,082	246
304-610-505.700	CITY-PAID INSURANCE	209	230	230	262	32
	SUBTOTAL	61,358	75,674	75,674	97,576	21,902
	<u>OPERATIONS</u>					
304-610-530.100	CONTRACT SERVICES	6,650	41,386	41,386	9,500	(31,886)
	SUBTOTAL	6,650	41,386	41,386	9,500	(31,886)
	LRA ADMIN. TOTAL	68,008	117,060	117,060	107,076	(9,984)
	LRA FUND TOTAL	68,008	118,060	118,060	108,076	(9,984)

DEBT SERVICE 610

SUCCESSOR AGENCY - LRA DEBT SERVICE FUND (305-610)

OPERATIONS

305-610-545.400 INTEREST EXPENSE 1,16	3,513 961,441	961.441	010 076	(40 505)
		501,441	912,876	(48,565)
305-610-545.210 LRA REIMBURSEMENT	- 1,744,584	1,744,584	1,695,538	(49,046)
305-610-590.101 BOND DISCOUNT	4,234 -	-	-	-
SUBTOTAL 1,172	2,747 3,177,524	3,177,524	3,103,071	(74,453)

DEBT SERVICE FUND TOTAL 1,172,747 3,177,524 3,177,524 3,103,071 (74,453)

DISBURSEMENT FUND 610

SUCCESSOR AGENCY - DISBURSEMENT FUND (306-610)

	OPERATIONS					
306-610-560.100	OPERATING TRANSFER	3,269,078	3,360,854	3,360,854	3,303,071	(57,783)
	SUBTOTAL	3,269,078	3,360,854	3,360,854	3,303,071	(57,783)
	DISBURSEMENT FUND TOTAL	3,269,078	3,360,854	3,360,854	3,303,071	(57,783)

Account No). Line Item	Amended Budget 2023-24	Adopted Budget 2024-25	Description
Dept: Fund:	Redevelopment 304 - Successor Agency - Redevelopmer	nt	Program:	City Attorney - 120
530.320	Operations Legal Services - Litigation Subtotal	1,000 1,000	1,000 1,000	Legal services for LRA.
	PROGRAM TOTAL	1,000	1,000	
Dept: Fund:	Redevelopment 304 - Successor Agency - Redevelopmer	nt	Program:	610 - LRA Administration
501.100	<u>Personnel</u> Salaries - Full-Time	58,129	74,975	Salaries for all employees charged to Successor Agency (Community Development and Finance).
501.500	Longevity Award	30	47	Per MOU.
501.600	Auto Allowance	300	585	Allocation of auto allowance Community Development Director.
505.100	Flexible Benefits	11,010	13,308	Employee health benefits.
505.200 505.300 505.700	Retirement Medicare Contributions City-Paid Insurance Subtotal	5,139 836 230 75,674	1,082	Retirement contribution for PERS. 1.45% of salary personnel. LTD, EAP, Life Insurance, ADD.
530.100	Operations Contract Services	41,386	9,500	Annual redevelopment agency audit required by state law \$4,500, SEC Disclosures \$5,000 and other debt service administration fees.
	Subtotal	41,386	9,500	-
	PROGRAM TOTAL	117,060	107,076	

Account No	o. Line Item	Amended Budget 2023-24	Adopted Budget 2024-25	Description
Dept: Fund:	Redevelopment 305 - Successor Agency - Debt Service		Program:	Debt Service - 610
545.100	Operations Debt Service Payments	471,499	494,657	Principal payment for 2009 Tax Allocation Bonds \$405,000 and California Infrastucture and Economic Development Bank loan for Hawthorne Blvd. project \$89,657.
545.400	Interest Expense	961,441	912,876	Interest payment for 2009 Tax Allocation Bonds \$888,938 and California Infrastucture and Economic Development Bank Ioan for Hawthorne Blvd. project \$23,938.
545.210	LRA Reimbursement	1,744,584	1,695,538	Reimbursement of advances from the City of Lawndale for 2000 & 2001 cooperative agreements/ loans.
	PROGRAM TOTAL	3,177,524	3,103,071	
Dept: Fund:	Redevelopment 306 - Successor Agency - Disbursement	Fund	Program:	Debt Service - 610
560.100	Operations Operating Transfer Out	3,360,854	3,303,071	Tax Incremental Revenue approved by DOF will be receipted in Fund 306 Successor Agency Disbursement Fund for payment of City Ioans, debt service of 2009 Tax Allocation Bond, California Infrastucture and Economic Development Bank Ioan for Hawthorne Blvd. project and reimburse City for administrative costs \$200,000, net of prior period adjustments.
	PROGRAM TOTAL	3,360,854	3,303,071	

DEPARTMENT EXPENDITURES

				- /		
			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	PERSONNEL					
300-610-501.100		75,072	96,882	96,882	121,095	24,213
300-610-501.400	SALARIES - OVERTIME	657	-	-	-	-
300-610-501.500	LONGEVITY AWARD	95	51	51	58	7
300-610-501.600	AUTO ALLOWANCE	-	501	501	975	474
300-610-501.900	MANDATORY LEAVE	-	-	-	-	-
300-610-505.100	FLEXIBLE BENEFITS	10,503	18,335	18,335	21,173	2,838
300-610-505.200	RETIREMENT	6,225	8,565	8,565	11,709	3,144
300-610-505.300	MEDICARE CONTRIBUTION	1,101	1,395	1,395	1,747	352
300-610-505.700	CITY-PAID INSURANCE	303	384	384	416	32
	SUBTOTAL	93,956	126,113	126,113	157,173	31,060
	OPERATIONS					
300-610-510.100		-	500	500	500	-
300-610-510.200	REPROGRAPHICS	-	250	250	250	-
300-610-510.300	POSTAGE	-	250	250	250	-
300-610-530.100	CONTRACT SERVICES	-	55,712	55,712	4,100	(51,612)
300-610-530.200	PROFESSIONAL SERVICES	-	100	100	100	-
300-610-540.200	SPECIAL EXPENSES	-	100	100	100	-
	SUBTOTAL	-	56,912	56,912	5,300	(51,612)
	HOUSING AUTHORITY TOTAL	93,956	183,025	183,025	162,473	(20,552)

LAWNDALE HOUSING AUTHORITY- 610 LAWNDALE HOUSING AUTHORITY (300-610)

Dept:	Redevelopment		Program:	Housing Authority - 610
		Amended Budget	Adopted Budget	-
Account No	b. Line Item	2024-25	2025-26	Description
Fund:	300 - Lawndale Housing Authority			
501.100	<u>Personnel</u> Salaries - Full-Time	96,882	121,095	Community Development Director, CD Manager, Associate Planner and Admin. Assistant II, Accounting/Payroll Specialist.
501.500	Longevity	51	58	Longevity Benefit.
501.600	Auto Allowance	501		Auto Allowance
505.100	Flexible Benefits	18,335	21,173	Employee health benefits
505.200	Retirement	8,565	11,709	PERS city contribution and deferred
				compensation match.
505.300	Medicare Contributions	1,395	1,747	Federal Medicare 1.45% of salary
				personnel.
505.700	City-Paid Insurance	384	416	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, accidental death &
	Subtotal	406 442	457 472	dismemberment (AD&D).
	Subtotal	126,113	157,173	
	Operations			
510.100	Office Supplies	500	500	Miscellaneous supplies related to Housing programs on behalf of RDA.
510.200	Reprographics	250	250	Provides for reproduction of documents, maps and exhibits.
510.300	Postage	250	250	Provides for the required mailing of notices and information related to Housing programs.
510.400	Subscriptions	-	-	Provides for affordable housing related books, journals and subscriptions; request based upon historical usage.
530.100	Contract Services	55,712	4.100	Annual Audit (\$4,100).
530.200	Professional Services	100		Ameri National Ioan fees.
540.200	Special Expenses	100	100	Provides for funds to cover unexpected costs from Executive Director, Attorney or Housing Authority initiated projects; request based upon anticipated costs.
	Subtotal	56,912	5,300	
	PROGRAM TOTAL	183,025	162,473	

DEPARTMENT EXPENDITURES

COMMUNITY SERVICES PROGRAMS - 510

GENERAL FUND (100-510)

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
100-510-530.100	OPERATIONS CONTRACT SERVICES	144,173	156,400	156,400	161,936	5,536
100-510-540.200	SPECIAL EXPENSES SUBTOTAL	550 144,723	- 156,400	- 156,400	- 161,936	- 5,536
	GENERAL FUND TOTAL	144,723	156,400	156,400	161,936	5,536.00

COMMUNITY SERVICES PROGRAMS - 510

PROP A FUND (206-510)

	PERSONNEL					
206-510-501.100	SALARIES - FULL-TIME	80,795	147,893	147,893	147,893	-
206-510-501.300	SALARIES - PART-TIME	-	25,525	25,525	25,771	246
206-510-501.400	SALARIES - OVERTIME	340	-	-	-	-
206-510-501.500	LONGEVITY AWARD	179	557	557	445	(112)
206-510-501.600	AUTO ALLOWANCE	697	1,092	1,092	1,092	-
206-510-505.100	FLEXIBLE BENEFIT	10,870	33,756	33,756	35,893	2,137
206-510-505.200	RETIREMENT	10,642	18,891	18,891	18,991	100
206-510-505.300	MEDICARE CONTRIBUTION	1,236	2,509	2,509	2,512	3
206-510-505.700	CITY-PAID INSURANCE	366	747	747	747	-
	SUBTOTAL	105,125	230,970	230,970	233,344	2,374
	OPERATIONS					
206-540-510.200	REPROGRAPHICS	1,951	4,000	4,000	3,000	(1,000)
206-540-520.600	VEHICLE MAINTENANCE	2,044	1,023	11,000	6,000	(5,000)
206-540-520.610	VEHICLE FUEL	4,424	4,187	11,000	9,000	(2,000)
206-540-530.100	CONTRACT SERVICES	621,993	363,562	840,050	840,050	-
206-540-540.200	SPECIAL EXPENSES	4,985	-	6,000	6,000	-
206-540-550.300	VEHICLES	263,333	-	-	-	-
	SUBTOTAL	898,730	372,771	872,050	864,050	(8,000)
	PROP A FUNDS TOTAL	1,003,855	603,741	1,103,020	1,097,394	(5,626)

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOUNT		ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBER	DESCRIPTION	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR
	COMMUNITY			5 - 510		
	RECH	REATION FUND	(277-510)			
	PERSONNEL					
277-510-501.100	SALARIES - FULL-TIME	289,755	250,277	250,277	315,793	65,516
	SALARIES - CC /APPOINTED	2,850	6,000	6,000	6,000	-
	SALARIES - PART-TIME SALARIES-OVERTIME	108,955	280,383	280,383	394,064	113,681
	LONGEVITY PAY	2,677 901	4,000 433	4,000 433	4,000 185	- (248)
	AUTO ALLOWANCE	1,941	2,418	2,418	2,418	-
277-510-501.900	MANDATORY LEAVE	,	-	-	-	-
	FLEXIBLE BENEFIT	42,029	43,997	43,997	66,946	22,949
277-510-505.200		31,514	30,343	30,343	37,470	7,127
	MEDICARE CONTRIBUTION CITY-PAID INSURANCE	6,532 1,104	7,675 1,011	7,675 1,011	10,273 1,408	2,598 397
211-010-000.100	SUBTOTAL	488,257	626,537	626,537	838,557	212,020
		, -	/	,	,	,
	OPERATIONS					
	OFFICE SUPPLIES	2,764	6,000	6,000	10,000	4,000
277-510-510.200	REPROGRAPHICS	2,756 0	33,500 7,800	32,480 7,800	32,480 7,800	-
	SUBSCRIPTIONS/PUBLICATIONS	-	7,800 -	7,800 -	7,800	-
	MEMERSHIP/DUES	-	-	-	1,000	1,000
	TRAVEL/MEETINGS	-	-	-	4,000	4,000
277-510-510.500		2,500	1,250	1,250	1,250	-
	COMMISSION DEVELOPMENT MILEAGE REIMBURSEMENT	198.45	500 1,000	500 1,000	500 1,000	-
	TELECOMMUNICATIONS	-	1,000	1,000	1,000	-
277-510-515.300		0	400	400	400	-
277-510-515.400	WATER	8,483	8,000	8,000	8,000	-
	EQUIPMENT MAINT.	2,209	17,000	17,000	12,000	(5,000)
		-	-	-	5,000	5,000
277-510-520.610	CONTRACT SERVICES	- 96,293	- 130,050	- 130.050	1,500 105,750	1,500 (24,300)
	COMMUNITY EVENTS	90,293	3,000	3,000	-	(3,000)
277-510-540.120	RECREATION ACTIVITIES	957	10,000	10,000	10,000	-
	SPECIAL EXPENSES	6,319	5,000	5,000	5,000	-
	ARPA REIMBURSEMENT	0	-	-	-	-
277-510-560.100	OPERATING TRS OUT SUBTOTAL	- 122,480	- 223,500	- 222,480	- 205,680	- (16,800)
	SOBIOTAL	122,400	223,300	222,400	200,000	(10,000)
	RECREATION PROGRAMS	610,737	850,037	849,017	1,044,237	195,220
	COMMUNITY			5 - 510		
		ACTIVITIES FUI	ND (278-510)			
278-510-501 100	PERSONNEL SALARIES - FULL-TIME	31,529	17,121	17,121	17,121	_
	SALARIES-OVERTIME	-	-	-	-	-
	LONGEVITY PAY	50	40	40	-	(40)
	AUTO ALLOWANCE	362	390	390	390	-
	FLEXIBLE BENEFIT	5,918	1,896	1,896	2,017	121
278-510-505.200	RETIREMENT MEDICARE CONTRIBUTION	4,299 451	2,919 248	2,919 248	2,929 248	10
	CITY-PAID INSURANCE	174	248 55	240 55	248 55	-
210 010 000.100	SUBTOTAL	42,782	22,669	22,669	22,760	91
		, , , –	,	,	, , , , , ,	
	OPERATIONS					
		21,488	38,200	38,200	38,200	-
	SENIOR ACTIVITIES SENIOR TRAVEL SUPPORT	13,175 21,000	19,000 21,000	19,000 21,000	19,000 21,000	-
210 010-040.411	SUBTOTAL	55,663	78,200	78,200	78,200	
	SENIOR PROGRAMS	98,446	100,869	100,869	100,960	91

			PROJECTED	AMENDED	ADOPTED	CHANGE
ACCOU	NT	ACTUAL	ACTUAL	BUDGET	BUDGET	FROM
NUMBE	R DESCRIPTIO	2023-24	2024-25	2024-25	2025-26	PRIOR YEAR

COMMUNITY SERVICES PROGRAMS - 510

MEASURE A PARKS PROJECT (281-510)

	CAPITAL					
281-510-580.200	MEAS A COMM-BASED CAT1	-	597,124	597,124	597,124	-
281-510-580.210	MEAS A NEIGH PKS CAT2	-	443,498	443,498	443,498	-
281-510-580.211	Measure A TAP Funding	82,530	285,000	285,000	285,000	-
281-510-580.220	MAINTENANCE & SERVICING	-	100,000	100,000	100,000	-
	SUBTOTAL	82,530	1,425,622	1,425,622	1,425,622	-
	MEASURE A TOTAL	82,530	1,425,622	1,425,622	1,425,622	-

COMMUNITY SERVICES PROGRAMS - 510

AMERICAN RESCUE PLAN(285-510)

285-510-550.400	Operations OTHER EQUIPMENT	15,303	3,000	3,000	-	(3,000)
	SUBTOTAL	15,303	3,000	3,000	-	(3,000)
	MEASURE A TOTAL	15,303	3,000	3,000	-	(3,000)

COMMUNITY SERVICES PROGRAMS - 510

Prop 68 2018 Parks Bond Act(287-510)

	MEASURE A TOTAL	196.506	-	-	-	-
	SUBTOTAL	196,506	-	-	-	-
287-510-580.234	18-19-063 Hogan Park Camera	23,616			-	-
287-510-580.233	18-19-062 Rudolph Park Camera	42,739	-	-	-	-
287-510-580.232	18-19-060 Hopper Park Camera	21,475	-	-	-	-
287-510-580.231	18-19-059 18/19 LCC Sec Camera	92,297	-	-	-	-
287-510-580.230	18-19-058 19/20 LCC Sec Camera	16,379	-	-	-	-
	<u>Operations</u>					

COMMUNITY SERVICES PROGRAMS - 510

YOUTH DEVELOPMENT CENTER-FED GRANT PROJECT (253-510)

-
-
-
2,221
9

_Account No.	Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Dept: Fund:	Community Services 100 - General Fund		Program:	Community Services -510.
530.100	<u>Operations</u> Contract Services	156,400	161,936	Funding for school crossing guard program for academic year 2024-25 for eight approved school sites. Increase (10,744) due to second year of two-year agreement.
	GENERAL FUND TOTAL:	156,400	161,936	
Dept: Fund:	Community Services 206 - Prop A		Program:	Community Services -510.
501.100	<u>Personnel</u> Salaries-Full-Time	147,893	147,893	Full salary for Special Transit Operator and partial salary allocations for Director of Community Services, Administrative Assistant
501.300	Salaries-Part-Time	25,525	25,771	II, and Recreation Coordinator. Salary for part-time transit driver for meals on wheels meal delivery, senior special transit program, back-up driver for essential transportation services. Position is limited to fewer than 1,000 per year.
501.400	Salaries-Overtime	-	-	
501.500	Longevity Award	557		Per MOU.
501.600 505.100	Auto Allowance	1,092	,	Auto Allowance.
505.200	Flexible Benefits Retirement	33,756 18,891		Employee health benefits (Dpts 510 & 540). PERS City portion and Deferred Compensation Match.
505.300	Medicare Contribution	2,509	2,512	Federal Medicare 1.45% of salary.
505.700	City-Paid Insurance	747	747	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, and accidental death & dismemberment (AD&D).
	Subtotal	230,970	233,344	
	<u>Operations</u>		Drogram	Community Services - Transit -540.
510.200	Reprographics	4,000	Program: 3,000	Marketing, advertising, and outreach materials for the Lawndale Beat and Lawndale Special
520.600	Vehicle Maintenance	11,000	6,000	Transit transportation service. Maintenance and unforeseen repair costs for four vehicles: Ford Van, Toyota RAV4 and two Special Transit vehicles.
520.610	Vehicle Fuel	11,000	9,000	Vehicle fuel for four department vehicles including two special transit buses. Increase (1,000) due to potential rise in gasoline prices in FY 2024-25.

Account No.	l ine Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
530.100	Contract Services	840,050		Operator costs for contract services agreement for the Lawndale Beat Fixed-Route transportation service. Increase (108,050) and for GTFS maintenance and hosting (\$5,000) for FY 2024-25. Overall increase (113,050) due to increaed hourly operator costs and GTFS maintenance and hosting services for the Lawndale Beat Fixed-route transportation
540.200	Special Expenses	6,000	6,000	service. Prop A eligible expenses related to Lawndale Beat Fixed-Route Transportation Service and Lawndale Special Transit program. No increase to line item.
550.300	Vehicles	-		Special transit bus.
	Subtotal	872,050	864,050	-
	PROP A TOTAL:	1,103,020	1,097,394	
		1,100,020	1,007,004	-
Dept: Fund:	Community Services 277 - Recreation Programs		Program:	Recreation Programs.
501.100	<u>Personnel</u> Salaries-Full-Time	250,277	315,793	Allocation of salaries for Director of Community Services, Administrative Assistant II, Senior Nutrition Specialist, and Recreation Coordinator.
501.200	Salaries-Elected/Appointed	6,000	6,000	Parks, Recreation and Social Services Commission member stipends. Five (5)
501.300	Salaries-Part-Time	280,383	394,064	members x \$50 per meeting x 24 meetings. Salaries for part-time recreation staff for community center supervision, park supervision and special event program supervision, setup and breakdown activities. Park supervision program will remain a roving system at which one employee supervises all six parks on a rotational basis. Part-Time staff for Mobile Recreation Program.
501.400	Salaries-Overtime	4,000	4,000	Overtime for full-time staff on an as needed basis and for weekend and evening special event programs.
501.500	Longevity Pay	433	185	Per MOU.
501.600	Auto Allowance	2,418	,	Auto Allowance.
505.100	Flexible Benefits	43,997		Employee health benefits.
505.200	Retirement	30,343	37,470	PERS City portion and Deferred Compensation Match.
505.300	Medicare Contribution	7,675	10,273	Federal Medicare 1.45% of salary.
505.700	City-Paid Insurance	1,011	1,408	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, and accidental death & dismemberment (AD&D).
	Subtotal	626,537	838,557	-

		Amended Budget	Adopted Budget	
Account No.		2024-25	2025-26	Description
510.100	Operations Office Supplies	6,000	10,000	Purchasing of equipment and supplies for community center reception desk and community services department employee office needs. Supplies needed for the Mobile Recreation Program (\$5,000).
510.200	Reprographics	32,480	32,480	Funding for two issues of Lawndalian City newsletter (25,000). Increase due to rising production costs for elements such as labor, paper and printing supplies. Funding to replace worn out special event banners (5,000). Funding for Youth Day Parade resident mailers (3,500). Increase (8,500) due to shift of youth day parade resident mailers from contract services line item increase
				(3,500) in projected costs for city newsletter
510.300	Postage	7,800	7,800	(5,000). Postage costs for US Mail distribution of two city newsletter mailings plus one youth day parade notification mailer to all Lawndale resident and business addresses (7,500). Annual permit for reduced bulk mail fees (300).
510.610	MEMERSHIP/DUES		1,000	CPRS and NRPA will suport staff training and
510.620	TRAVEL/MEETINGS		4,000	development as well access grants CPRS and NRPA Conferences and Local District training for CPRS District 9. Also Access to WILS
510.500	Uniforms	1,250	1,250	Uniforms for part-time senior services and parks and recreation staff. Decrease (1,250) due to recent purchase of staff uniforms in March 2024 for part-time employees.
510.640	Commission Development.	500	500	Funds for Parks, Recreation and Social Services Commission (PRSSC) member
510.650	Mileage Reimb.	1,000	1,000	apparel. Increase (100) due to rising costs. Mileage for parks and recreation staff performing roving park supervision and facility opening and closing tasks. Funds increased due to operational change utilizing roving staff as opposed to onsite park supervision. Increase (300) due to potential rising gasoline costs. Funds available upon staff request.
515.300	Natural Gas	400	400	Ulility costs for gas-powered elements for the
515.400	Water	8,000	8,000	Lawndale Community Center usage. Water services for the Lawndale Community Center. No increase; however, City expects water usage to increase due to increasing activites at the community center such as potential return of facility reservation program, opening on Saturdays and potential water rate increases

increases.

		Amended Budget	Adopted Budget	
Account No. 520.510	Line Item Equipment Maintenance	2024-25 17,000	2025-26 12,000	Description Maintenance and equipment replacement for
020.010		11,000	12,000	the Lawndale Community Center fitness room (\$5,000) and unanticipated repair items for other community center elements such as office machines, room elements and other necessary repair items (\$5,000). Funding for replacement and repair of park playground equipment (7,000). Funding to be used on an as needed basis.
520.600	Vehicle Maintenance	-	5,000	Van maintance one-time costs associated with the Mobile Recreation Program.
520.610	Vehicle Fuel	-	1,500	Fuel estimated for the Mobile Recreation Program
530.100	Contract Services	130,050	105,750	LA County permit fees for wading pool and community center kitchen (\$1,000); mail house fees for city newsletter and Annual Youth Day Parade mailings (\$3,600), ASCAP annual music licensing fee (\$450), recreation class instructor fees (\$85,000), and When-to- Work software aplication used for scheduling (\$700). Reupholster approximately 400 chairs in the Hofman Community Center (\$15,000).
540.100	Community Events	3,000	-	Purchase of two portable sound systems for special event programs and off site activities.
540.120	Recreational Activities	10,000	10,000	Funding for first aid supplies for parks and community center (2,000). Funding for recreation equipment for parks and community center (8,000). Decrease (4.000) in line item due to elimination of summer day camps expenses.
540.200	Special Expenses	5,000	5,000	Funding for Automatic External Defibrillator (AED) replacement cartridge replacements (\$2,000), duplicate keys for parks, and recreation facilities (\$300), other unanticipated costs (\$2,700).
580.100	Operating Transfer Out	222.452	-	-
	Subtotal	222,480	205,680	-
	REC. PROGRAMS TOTAL	849,017	1,044,237	

Account No.	Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Dept: Fund:	Community Services 278 - Senior Programs		Program:	Senior Programs.
501.100	<u>Personnel</u> Salaries-Full-Time	17,121	17,121	Allocation (10%) of Director of Community Services salary.
501.500	Longevity Pay	40	-	Per MOU.
501.600	Auto Allowance	390	390	Auto Allowance.
505.100	Flexible Benefits	1,896	2,017	Employee health benefits.
E0E 000	Detinement	2.040	2 0 2 0	PERS City portion and Deferred Compensation
505.200	Retirement	2,919	,	Match.
505.300	Medicare Contribution	248		Federal Medicare 1.45% of salary.
505.700	City-Paid Insurance	55	55	City provided long-term disability (LTD), employee assistance program (EAP), life insurance, and accidental death & dismemberment (AD&D).
	Subtotal	22,669	22,760	
	Operations			
530.100	Contract Services	38,200	38,200	Community center kitchen pest control services (\$1,800), portable restroom rental for McKenzie Gardens (\$1,400), senior fitness
540.410	Senior Activities	19,000	19,000	classes (\$30,000). Senior events and activities (\$10,000), case management (\$7,500), meals-on-wheels (\$1,000).
540.411	Senior Travel	21,000	21,000	Senior travel club support.
	Subtotal	78,200	78,200	
	SENIOR PROGRAMS TOTAL	100,869	100,960	

Account No.	Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Dept: Fund:	Community Services 281 - Measure A		Program:	Measure A Parks Program.
580.200	<u>Capital</u> Meas A Comm-Based Cat1	597,124	597,124	Restricted capital improvement funds reserved for Lawndale Youth Development Center project. Available on a reimbursement basis. Restricted funding is available for use on recreation based projects only such as LYDC skate park and passive recreation space.
580.210	Meas A Comm-Based Cat2	443,498	443,498	Restricted capital improvement funds reserved for Lawndale Youth Development Center project. Available on a reimbursement basis. Restricted funding is available for use on recreation based projects only such as LYDC skate park and passive recreation space.
580.211	Measure A TAP Funding	285,000	285,000	Los Angeles County Technical Assistance Program (TAP). Restricted funding for Lawndale Youth Development Center project pre-construction costs. Funding must be used prior to December 2025. An unknown amount may or may not be used in FY 2023-24.
580.220	Maintenance & Servicing	100,000	100,000	Restricted capital improvement funding to be used on maintenenace and servcing costs for Los Angeles County funded projects such as Lawndale Community Center.
	Subtotal	1,425,622	1,425,622	
	MEASURE A TOTAL	1,425,622	1,425,622	
Dept: Fund:	Community Services 253 - Federal Grants (Other)		Program:	Federal Grants.
700.287	<u>Capital</u> Youth Development Center	4,000,000	4,000,000	Restricted grant funding available on a reimbursement basis to be used exclusively on Lawndale Youth Development Center project
	Subtotal	4,000,000	4,000,000	building element only.
	FEDERAL GRANTS (OTHER) TOTAL	4,000,000	4,000,000	-
Dept: Fund: 550.400	Community Services 285 -American Rescue Plan OTHER EQUIPMENT	<u>3,000</u> 3,000		-
	-	5,000		-
	ALL FUNDS TOTAL	7,637,928	7,830,149	I
				-

DEPARTMENT EXPENDITURES

GENERAL FUND (100-550)						
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2023-24	PROJECTED ACTUAL 2024-25	AMENDED BUDGET 2024-25	ADOPTED BUDGET 2025-26	CHANGE FROM PRIOR YEAR
	OPERATIONS					
100-550-540.720	ANGEL TREE LIGHTING	18,853	24,431	24,431	25,450	1,019
100-550-540.725	BLUES FESTIVAL	12,977	11,719	11,719	13,100	1,381
100-550-540.726	MUSIC FESTIVAL	-	13,100	13,100	13,100	-
100-550-540.730	COMMUNITY BIKE EVENT	-			-	-
100-550-540.735	EASTER EGG HUNT	7,467	11,500	11,500	11,500	-
100-550-540.740	FIELD OF HONOR	-	-	-	-	-
100-550-540.745	HALLOWEEN HAUNT	8,612	10,496	10,496	10,800	304
100-550-540.750	HEALTH, SAFETY AND PET FAIR	8,286	12,300	12,300	12,300	-
100-550-540.755	MEMORIAL DAY EVENT	3,496	4,000	4,000	4,000	-
100-550-540.761	NEIGHBORHOOD WATCH	-	-	-	-	-
100-550-540.763		-	-	-	-	-
100-550-540.775		48,003	61,400	61,400	61,400	-
100-550-540.780		-	3,000	3,000	3,000	-
100-550-540.781	HISPANIC HERITAGE FESTIVAL	-	-	-	13,100	13,100
	SUBTOTAL	107,694	151,946	151,946	167,750	15,804
	GENERAL FUND TOTAL	107,694	151,946	151,946	167,750	15,804

SPECIAL EVENTS - 550

Account No.	Line Item	Amended Budget 2024-25	Adopted Budget 2025-26	Description
Dept: Fund:	Special Events and Contributions 100 - General Fund		Program:	Special Events/ Contributions - 550.
	<u>Operations</u>			
540.720	Angel Tree Lighting Event	24,431	25,450	Synthetic skating rink (\$6,500), snow sled run and straw bales for understructure (\$9,000), trackless train (\$1,400), portable restrooms and hand washers (\$1,500), light tower generators (\$900), Face painters and balloon artist (\$1,750), disc jockey (\$600), street banner revisions (\$300), event decorating (\$3,000), event fencing (\$500).
540.725	Blues Festival	11,719	13,100	Bands (\$7,000); sound system (\$4,000), marketing and advertising materials (\$650), portable restrooms and hand washers (\$750), street banner changes (\$300), post card mailings to bands (\$100), miscellaneous (\$300).
540.726	Music Festival	13,100	13,100	Bands (\$7,000); sound system (\$4,000), marketing and advertising materials (\$650), portable restrooms and hand washers (\$750), street banner changes (\$300), post card mailings to bands (\$100), miscellaneous (\$300).
540.735	Easter Egg Hunt	11,500	11,500	Candy filled eggs (\$3,200), face painters and balloon artist (\$1,750), event site decorating for two locations (\$1,000), event supplies (\$750), straw bales for easter egg hunt and photo ops (\$1,000), trackless train (\$1,400), street and fence banner changes (\$300), live easter bunny entertainers (\$800), live bunny petting zoo (\$400), miscellaneous equipment and supplies (\$900).
540.745	Halloween Haunt	10,496	10,800	Trick or treat trail candy (\$2,500), disc jockey (4600), face painters (2) and balloon artist (2) (\$2,500), portable light tower generators (\$1,000), arts and crafts supplies (\$300), costume contest prizes (\$1,000), portable restroom and hand washers (\$800), event site decorations (\$1,000), miscellaneous (\$600), mini pumpkins for arts and crafts (\$500). Increase (\$500) due to increase in trick-or- treat trail candy and prizes for costume contest prizes.
540.750	Health, Safety and Pet Fair	12,300	12,300	Mobile screening unit (\$700), street banners (\$700), disc jockey (\$600), face painters and balloon artist (\$1,500), healthy snacks station (\$500), event site decorating (\$800), potential equipment rentals (\$1,000), ninja course (\$6,500).
540.755	Memorial Day Event	4,000	4,000	Continental breakfast (\$1,500), event decorating (\$600), formal invitations (\$100), promotional item (\$800), sound system and personnel (\$800), Memorial Day wreath (\$200).

		Amended	Adopted	
		Budget	Budget	
Account No.	Line Item	2024-25	2025-26	Description
540.775	Youth Day Parade	61,400	61,400	LASD event security services (\$40,000), street banner changes (\$400), awards (\$2,000), participant snacks and water (\$750), portable restrooms and hand washers (\$1,600), rental cars (\$800), volunteer food carts (\$600), vehicle signage (\$1,000), face painters and balloon artist (\$1,750), resident/business street closure mailer postage and mail house fees (\$1,200), sound system (\$600), permit envelopes for street closure mailing (\$1,100), announcer services (\$500), audio and visual consultant (\$8,000), advertising post cards (\$700), encroachment permit (\$400).
540.780	Youth In Government Day	3,000	3,000	Continental breakfast and lunch for students and school staff, awards for students, site decorations, momento for participating students.
	Hipanic Heritage Festival	-	13,100	Bands (\$7,000); sound system (\$4,000), marketing and advertising materials (\$650), portable restrooms and hand washers (\$750), street banner changes (\$300), post card mailings to bands (\$100), miscellaneous (\$300).
	GENERAL FUND TOTAL:	151,946	167,750	
				=



CITY OF LAWNDALE

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

SUBJECT:	Adoption of Fiscal Year 2025-26 Appropriations Limit
PREPARED BY:	Hrant Manuelian, Finance Director/City Treasurer
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

The Gann Initiative or Proposition 4, referred to as Article XIII B of the Constitution of the State of California, mandated an appropriations limit on various units of government, including the City of Lawndale. At the beginning of each fiscal year the City must, by resolution, establish its appropriations limit.

STAFF REVIEW

The limit for Fiscal Year 2025-26 has been calculated using the methodology and adjustment factors provided by the California Department of Finance. The adjustment factors used by the City are the per capita personal income change and the population annual change.

The appropriations limit for Fiscal Year 2025-26 is \$45,733,214. The City's budget appropriation subject to the limit is \$18,312,015. The City is well under the limit with remaining capacity of \$27,421,199. Approval of Resolution CC-2506-025 will adopt the City's appropriations limit.

LEGAL REVIEW

The City Attorney has reviewed Resolution CC-2506-025 and approved as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution CC-2506-025 approving the Appropriations Limit for Fiscal Year 2025-26.

Attachments

2025-2026 Appropriations Limit Resolution.pdf Appropriations Limit Calculation 25-26.pdf

ATTACHMENT A

RESOLUTION NO. CC-2506-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS, The Gann Initiative or Proposition 4, also known as Article XIIIB of the Constitution of the State of California, was passed by the people; and

WHEREAS, Article XIIIB mandates the calculation and adoption of an annual appropriations limit on various units of government, including the City of Lawndale by adjusting the prior year's appropriation limit for changes in inflation and population; and

WHEREAS, the City's 2025-2026 limit has been calculated by the Finance Department of the City of Lawndale in compliance with all of the provisions of Article XIIIB and using guidelines provided by the League of California Cities; and

WHEREAS, the City Council of the City of Lawndale desires to formally adopt that appropriations limit for the City for fiscal year 2025-2026.

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

SECTION 1. That, in accordance with Article XIIIB of the Constitution of the State of California, the appropriations limit for the City of Lawndale for Fiscal Year 2025-2026 is declared to be \$45,733,214 as described in Exhibit "A" attached hereto and incorporated herein, and the appropriations subject to this annual limit for fiscal year 2025-2026 total \$18,312,015.

PASSED, APPROVED AND ADOPTED this 16th day of June, 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-2506-025 at a regular meeting of said Council held on the 16th day of June, 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT B

City of Lawndale Appropriations Limit Exhibit A

I. Appropriation Limit:

FY 2024-2025 Adopted Limit		43,052,296
Growth/Change Factors:		
Change in City Population (a) California Per Capita Income Change	0.9980 <u>1.0644</u>	
Annual Adjustment Factor		1.0623
City's FY 2025-2026 Appropriation Limit		45,733,214
II. Appropriations Subject to Limit:		
FY 2025-2026 Proceeds of Tax		18,312,015
III. Amount Under/(Over) Limit (I - II)		27,421,199

(a) Change in population and per capita income change is provided by the State of California Department of Finance.



CITY OF LAWNDALE

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

	Hrant Manuelian, Finance Director/City Treasurer
FROM:	Dr. Sean M. Moore, City Manager Hrant Manuelian, Finance Director/City Treasurer
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

Government Code (GC) Section 53607 allows the legislative body to delegate authority to invest or reinvest funds of the City to the City Treasurer for a one-year period subject to annual renewal. GC Section 53646 states that the City Treasurer may render a statement of investment policy to be considered at a public meeting.

STAFF REVIEW

The attached Resolution CC-2506-029, A Resolution of the City Council of the City of Lawndale, California, Reaffirming Council Policy Number 80-04 Pertaining to the City's Investment Policy, is presented for the City Council's review and consideration. The City Council Policy has been reviewed and no changes are recommended by staff.

The Policy establishes investment authority jointly with the City Treasurer and the City Manager. It limits purchases to a five-year maturity, unless advance approval is obtained from City Council. The objective of investment decisions is to provide the highest yield possible, while safeguarding City cash assets and providing liquidity for operational needs. The Policy is conservative and follows guidelines set in the Government Code for allowable safe investment practices.

LEGAL REVIEW

The Resolution has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council adopt Resolution CC-2506-029, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

Attachments

CC-25- Amend Policy No CC-2506-029.pdf

ATTACHMENT A

RESOLUTION NO. CC-2506-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA REAFFIRMING COUNCIL POLICY NO. 80-04 PERTAINING TO THE CITY'S INVESTMENT POLICY

WHEREAS, the City Council of the City of Lawndale ("City") has established a Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council wishes to annually reconsider its Investment Policy; and

WHEREAS, such policy will provide for the safety of City investments, and secondarily ensure liquidity and yield; and

WHEREAS, such policy will enforce strict investment guidelines with regards to investments, external portfolio managers and capital wherewithal of brokering firms; and

WHEREAS, after reviewing the existing policy, staff recommends that the City Council confirm that no changes are needed to the Investment Policy.

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

SECTION 1. That the City Council approves the updated version of Policy No. 80-04, entitled " Investment Policy", as attached hereto as Exhibit "A", and incorporated herein by this reference, as if fully set forth and directs City staff to maintain said policy in the Council Policy Manual.

SECTION 2. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2025.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)County of Los Angeles)SSCity 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-2506-029 at a regular meeting of said Council held on the 16th day of June, 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

COUNCIL POLICY

SUBJECT:	POLICY NO.: 80-04	DATE ADOPTED:
Investment Policy	AUTHORITY: a) Resolution No. CC-0406-055 b) Resolution No. CC-1308-036 c) Resolution No. CC-1308-030 d) Minute Action e) Resolution No. CC-1407-030 d) Minute Action e) Resolution No. CC-1708-037 f) Resolution No. CC-1907-035 g) Resolution No CC-2006-036 h) Resolution No CC-2106-027 i) Resolution No. CC-2106-027 j) Resolution No. CC-2307-028 k) Resolution No. CC-2406-080 l) Resolution No. CC-2506-029	a) 6/21/04 b) 8/19/13 c) 7/7/14 d) 7/18/16 e) 8/7/17 f) 7/15/19 g)6/15/20 h)6/28/21 i)6/6/22 j)7/17/23 k)6/3/24 l)6/16/25

<u>PURPOSE</u>:

The purpose of this statement is to comply with California Government Code (GC) Sections 16481.2, 53600, et seq., including 53646 and to provide clear guidelines for the prudent investment of the City of Lawndale's ("City") pooled cash assets.

OBJECTIVE:

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, which enables the City to invest its funds to the fullest extent possible. The City attempts to receive the highest yield obtainable with investments which meet the criteria established for safety and liquidity.

POLICY:

In compliance with GC Section 53600.3, the City manages its pooled cash assets under the Prudent Person Rule (Probate Code Section 16040, et seq., as defined on Exhibit "A".) This allows the City a number of investment options as long as the investment is deemed prudent, does not exceed five years to maturity (unless previously approved in advance of the investment by the City Council by resolution), and is allowable under current legislation (GC Section 53600, et seq.).

Criteria for selecting investments and the order of priority are:

1

1. <u>Safety</u>. Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from institution default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk - credit risk and market risk.

- A. Credit Risk: Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing only in very safe institutions and by diversifying the funds so that the failure of any one issuer would not unduly harm the City's cash position. Investments must be limited to securities backed by the full faith and credit of: (1) the federal government, (2) other governmental agencies, or (3) agencies and institutions with collateral, including assets and insurance, assuring similar risk.
- B. Market Risk: The risk of market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the weighted average maturity of the City's funds to no more than three years.
- 2. <u>Liquidity</u>. Liquidity is the second most important objective of the City. This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or accrued interest. Liquidity is an important quality especially when the need for unexpected funds occurs.
- 3. <u>**Yield.</u>** The current rate of return on an investment generally expressed as a percentage of the securities current price. The City desires to obtain the highest possible rate of return consistent with the foremost objectives of safety and liquidity.</u>

This policy will enhance the economic status of the City by (a) safeguarding the pooled cash assets of the City and (b) ensuring that the City receives the highest possible rate of return on its money commensurate with the priority of safety. The basic premise underlying the City's investment philosophy is to ensure City cash assets are always safe and available when needed.

INVESTMENT AUTHORITY

The city treasurer and the city manager, acting jointly, are authorized to make investments on behalf of the City. Such investments shall be limited to the following instruments authorized under GC Sections 53601, 53635, 53684 and 16429.1 and further described in Exhibit "B":

- 1. Local Agency Investment Fund (LAIF) (state pool) demand deposits.
- 2. Certificates of deposit (or time deposits) placed with commercial banks and/or savings and loan companies and/or savings banks that are members of the Federal Depository Insurance Corporation (FDIC), not to exceed two hundred fifty thousand dollars (\$250,000) in any single account with the same institution to ensure security.
- 3. Passbook savings account demand deposits, not to exceed two hundred fifty thousand dollars (\$250,000) in any single account with the same institution.
- 4. Bonds, notes or other evidence of indebtedness of any local agency within the state or a department, board, agency or authority of the local agency.
- 5. Securities of the United States government or its agencies for which the full faith and credit of the United States is pledged for payment of principal and interest.

The following investments may only be made with the prior approval of the City Council by resolution, which approval must be renewed each year at the time of filing the annual Statement of Investment Policy:

- 1. Los Angeles County Treasurer's Municipal Investment Pool not to exceed 5% of the total county pool.
- 2. Money market mutual funds. Fund must receive the highest ranking by not less than two nationally recognized rating agencies or retain an investment advisor registered with the Securities Exchange Commission (or exempt from registration), have assets in excess of \$500,000,000, and at least five years' experience investing in instruments authorized by GC Sections 53601 and 53635.
- 3. Bankers' acceptances.
- 4. Small Business Administration loans.
- 5. Negotiable certificates of deposit.
- 6. Mortgage backed securities (GNMA, FHLMC, etc.).
- 7. Any investment of funds which, when aggregated with all other investments, will cause the investment in securities with a maturity greater than two years to exceed thirty percent (30%) of the total pooled City funds.

The city treasurer and the city manager shall purchase investment securities directly from the issuer or in accordance with GC Section 53601.5.

INVESTMENT OF DEBT PROCEEDS, LEASES, REVENUE BONDS OR SIMILAR TRANSACTIONS

Proceeds of indebtedness, certificates of participation, revenue bonds, leases, or similar transactions held by a third party trustee pursuant to an agreement with the trustee shall be invested as described in the applicable authorizing document.

INELIGIBLE INVESTMENTS

Investments not described herein, including, but not limited to, common stocks, commercial paper, repurchase agreements, reverse repurchase agreements, futures, options and derivatives are prohibited from use as City investment vehicles. The City also shall not make leveraged investments, investments made on margin or any other investment made possible through the use of funds borrowed exclusively for the purpose of financing investments.

SAFEKEEPING OF INVESTMENT SECURITIES

To protect against potential losses caused by the collapse of individual securities broker/dealers all securities owned by the City shall be held in third party safekeeping by the trust department of the City's bank or other designated third party trust, in the City's name and control, under the terms of a custody agreement executed by the trust institution and the City. All securities will be received and delivered using standard delivery vs. payment (DVP) procedures to ensure the transfer of securities only happens after payment has been made.

TRANSFER OF INVESTMENT FUNDS

The transferring of investment funds will be carried out by use of telephone or electronic wire transfers. Each entity with which the City does business shall receive, in writing from the city treasurer, a listing which limits transfers of funds to pre-authorized bank accounts only. The listing will also contain the names of the City staff authorized to request such transfers and will be updated, in writing, for all changes of authorized staff and bank accounts as necessary.

INSTITUTIONAL CRITERIA

The City shall transact business only with banks, savings and loans, direct issuers and registered investment securities dealers.

The purchase by the City of any investment, other than those purchased directly from the issuer, shall be purchased directly from an institution licensed by the state as a broker/dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a federally regulated securities exchange, a national or state chartered bank, a federal or savings association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a primary government dealer or regional brokerage dealer by the Federal Reserve Bank.

Savings and loan and banking institutions with which the City shall deposit or invest its funds shall be financially responsible and meet, at a minimum, the following criteria:

- 1. The institution shall have been in business at least five (5) years.
- 2. Assets shall be greater than fifty million dollars (\$50,000,000).
- 3. Net worth to asset ratio shall be 3.5 to 1 or greater.
- 4. Subordinated debt shall not be considered part of net worth.
- 5. Deposits in certificates of deposit cannot exceed thirty percent (30%) of total portfolio.
- 6. Interest may be paid monthly, quarterly, semi-annually or annually and at maturity.
- 7. The institution shall submit audited financial statements.

REPORTING

In accordance with GC Section 53646(b), the city treasurer shall render, at least quarterly, reports to the city manager and City Council showing: (a) type of investment, (b) institution, (c) date of maturity, (d) amount of deposit, (e) current market value, (f) rate of interest on each security, and (g) such other data as the City Council may, from time to time, specify.

POLICY REVIEW

In accordance with GC Section 53646(a)(2), the city treasurer may annually render to the city manager and City Council a Statement of Investment Policy, which Council shall consider and adopt by resolution at a public meeting.

To ensure consistency with any new relevant legislation and financial trends, the city treasurer shall periodically report to the city manager and City Council proposed changes in the law and amendments to this policy for review and approval.

EXHIBIT "A"

PRUDENT PERSON RULE (California Probate Code)

DIVISION 9, PART 4, CHAPTER 1, ARTICLE 2. TRUSTEE'S STANDARD OF CARE

16040. Trustee's standard of care in administering trust.

- (a) The trustee shall administer the trust with reasonable care, skill, and caution under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the trust as determined from the trust instrument.
- (b) The settlor may expand or restrict the standard provided in subdivision (a) by express provisions in the trust instrument. A trustee is not liable to a beneficiary for the trustee's good faith reliance on these express provisions.
- (c) This section does not apply to investment and management functions governed by the Uniform Prudent Investor Act, Article 2.5 (commencing with Section 16045).

16041. Standard of care not affected by compensation.

A trustee's standard of care and performance in administering the trust is not affected by whether or not the trustee receives any compensation.

16042. Public guardian's deposit or investment of trust property.

- (a) Notwithstanding the requirements of this article, Article 2.5 (commencing with Section 16045), and the terms of the trust, all trust funds that come within the custody of the public guardian who is appointed as trustee of the trust pursuant to Section 15660.5 may be deposited or invested in the same manner, and would be subject to the same terms and conditions, as a deposit or investment by the public administrator of funds in the estate of a decedent pursuant to Article 3 (commencing with Section 7640) of Chapter 4 of Part 1 of Division 7.
- (b) Upon the deposit or investment of trust property pursuant to subdivision (a), the public guardian shall be deemed to have met the standard of care specified in this article and Article 2.5 (commencing with Section 16045) with respect to this trust property.

EXHIBIT "B"

DESCRIPTION OF INVESTMENTS

Surplus funds of local agencies may only be invested in certain eligible securities. The City invests only in those allowable securities under GC Sections 53601, 53635, 53684 and 16429.1.

LOCAL AGENCY-INVESTMENT FUND

LAIF investments are highly liquid with deposits being wired to the City within twenty-four hours and interest compounded daily.

LAIF is a special fund in the state treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$65,000,000 for any agency. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time of the deposit. Interest is paid quarterly and deposited directly into the account on the 15th day of the month following the close of the quarter. The State keeps an amount for the reasonable costs of administration, not to exceed five percent of the quarterly earnings of the fund.

Interest rates are fairly high because of the pooling of the State surplus cash with the surplus cash deposited by local governments. This creates a multibillion-dollar money pool and allows diversified investments. In a high interest rate market, the City may produce higher yields than LAIF can, but in times of low interest rates, LAIF yields are generally higher.

CERTIFICATES OF DEPOSIT

Certificates of deposit (CDs) are saving certificates with a fixed maturity date and specified interest rate that are generally issued by commercial banks in any denomination aside from minimum investment requirements. A CD restricts access to funds until the maturity date of the investment. If the money is withdrawn before the maturity date, there is a penalty for early withdrawal. Certificates of deposit typically range from three months to five years.

Certificates of deposit are insured for up to \$250,000 when made with members of the Federal Deposit Insurance Corporation (FDIC). CDs made above this amount with any one institution should be collateralized at 110% by the institution with government securities or 150% with mortgage-backed securities. The City will not purchase CDs in an amount exceeding \$250,000 at any given institution.

PASSBOOK SAVINGS ACCOUNTS

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Passbook savings accounts are demand deposits in major deposit and lending institutions that allow the investor to transfer money from checking to savings and earn short-term interest on odd amounts of money which are not available for longer investment. Passbook savings accounts are open-ended (i.e., they have no fixed term) and funds may be withdrawn at any time with no penalties. They are also insured up to \$250,000 when made with members of the FDIC. They are among the safest investments and earn very low rates of interest. Generally, because of the high degree of flexibility and the low yield, these investments are made with convenience as the objective rather than yield and are usually for small amounts.

NOTES, BONDS AND LOANS OF LOCAL AGENCIES WITHIN THE STATE INCLUDING BOARDS AND AGENCIES OF A LOCAL AGENCY

These investments are loans directly to the City's successor to the Lawndale Redevelopment Agency and allow for a secure guaranteed rate of return that will be repaid from the Successor Agency to the Lawndale Redevelopment Agency's tax increments (property taxes). The Agency's Board (City Council) and City Council control the terms of any such loan arrangement.

U. S. TREASURY SECURITIES

U.S. Treasury securities are considered the safest of all investments and are also highly liquid.

U.S. TREASURY BILLS are direct short-term debt obligations of the United States government. They have maturity dates of one year or less and are sold in denominations of \$1,000. They are issued and traded on a discount basis and the interest is computed on a 360-day basis. They are highly liquid investment with low market risk.

U.S. TREASURY NOTES are medium-term debt obligations of the United States government with fixed interest rates paid semiannually until maturity. Notes mature between one and 10 years (typical maturities are 2, 3, 5, 7 and 10 years). They are sold in multiples of \$100 with the minimum price of \$100. Although Treasury notes have low credit risk, they are affected by interest-rate and inflation risk which makes them volatile in a changing interest rate environment.

U.S. TREASURY BONDS are marketable, fixed-interest United States government debt security with a maturity of more than 10 years (typical maturities are 15, 20 or 30 years) and interest paid semiannually. These long-term bonds are highly volatile in a changing interest rate environment and are not considered low market risk investments.

FEDERAL AGENCY SECURITIES

Federal agency securities are highly liquid and considered credit risk free. They are guaranteed directly or indirectly by the United States government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular treasury issues with all of the same advantages. Examples are:

FNMA's (Federal National Mortgage Association) are used to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration.

FHLB's (Federal Home Loan Bank) notes and bonds are issued by the Federal Home Loan Bank System to help finance the housing industry. The notes and bonds provide liquidity and home mortgage credit to savings and loan associations, mutual savings banks, cooperative banks, insurance companies and mortgage lending institutions.

Other federal agency issues include Federal Intermediate Credit Bank Debentures (FICB), Federal Farm Credit Bank (FFCB), Federal Land Bank Bonds (FLB), Small Business Administration notes (SBA's), Government National Mortgage Association notes (GNMA's), Tennessee Valley Authority notes (TVA's), and Student Loan Association notes (SALLIE MAE's).

While these investments are virtually credit risk free, they must be held to maturity to receive the guaranteed principal and interest. They are subject to the same market risks as similar non-government securities and not ordinarily invested in by the City.

LOS ANGELES COUNTY POOLED SURPLUS INVESTMENTS

The Los Angeles County Pooled Surplus Investments is similar to the California LAIF. The county fund provides protection, liquidity and higher than market rates for short-term securities.

Los Angeles County manages a multi-billion dollar portfolio serving local agencies, including school districts, community college districts, special districts and cities. This pooled fund is managed by the County Treasurer and interest is competitive to money market rates. There are no restrictions to the number of transactions or dollar amount of deposits. The funds deposited by a local agency in the county pooled fund cannot be impounded or seized by any county official or agency while the funds are so deposited.

All interest, less costs to administer the fund, is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time of deposit. Interest is posted quarterly to the pool.

MUTUAL FUNDS

Money market mutual funds are another authorized investment allowing the City to maintain liquidity, receive competitive money market rates and remain diversified in pooled investments.

Mutual funds are referred to in GC Section 53601.6 as "shares of beneficial interests issued by diversified management companies registered under the Investment Company Act of 1940". The mutual fund must be restricted by its by-laws to the same investments allowed to the local agency. These investments are treasury issues, agency issues, banker's acceptances, commercial paper, certificates of deposit and negotiable certificates of deposit. The quality rating and percentage restrictions in each investment category applicable to the local agency also applies to the mutual fund.

The purchase price of shares of the mutual fund shall not include any sales commission. Investments in mutual funds and money market mutual funds cannot exceed twenty percent of the City's surplus money.

BANKERS' ACCEPTANCES

Banker's acceptances are frequently the highest in yield among short-term investments, are relatively safe and are highly liquid.

Bankers' acceptances are short-term credit arrangements that facilitates international trade transactions between two parties when they do not have an established credit relationship. It is a time draft drawn on a bank by an importer to finance purchases. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. Acceptances are purchased in various denominations ranging from 30 to 180 days. The interest is calculated on a 360-day discount basis similar to treasury bills. The City may invest up to forty percent of surplus money in bankers' acceptances with up to thirty percent invested in any one commercial bank (GC Section 53601(g)).

NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable certificates of deposit (NCDs) are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. They are liquid because they can be traded in the secondary market. However, they cannot be cashed in before maturity.

Negotiable certificates of deposit are unsecured obligations of the financial institution, bank or savings and loan, generally bought at par value with a promise to pay face value plus accrued interest at maturity or the instrument is purchased at a discount to its face value. Minimum face value is \$100,000 with maturities ranging from two weeks to one year. The City does not usually invest in NCDs.

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CITY OF LAWNDALE

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

SUBJECT:	Approval of Agreement with Southwest Patrol
PREPARED BY:	Michael Reyes, Municipal Services Director
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

The contract between the City of Lawndale and Southwest Patrol began two years ago in order to fill a need to provide an additional level of safety and security for the residents of Lawndale. Southwest Patrol was brought in with the specific focus of addressing the rising number of homeless individuals that were populating the city as a result of Project Roomkey, which was a Los Angeles County Homeless program that brought hundreds of homeless individuals into the City during COVID-19. Fortunately, federal funds from the American Rescue Plan Act (ARPA) provided an economic stimulus to all cities, including Lawndale, and these funds were used to prepay for two years of services from Southwest Patrol. Now that those funds have been exhausted, a new contract is up for consideration by the City Council.

STAFF REVIEW

Since partnering with the City of Lawndale, Southwest Patrol has made a profound impression on the community. Southwest Patrol Officers make daily contact with the homeless, and as a result the City has seen a significant decline in the number of homeless individuals on City streets, in City parks, and community wide. As their primary focus is to interact with the homeless, City Staff is no longer charged with handling these tasks, and are now free to focus on their regularly assigned duties. Southwest Patrol Officers are doing both outreach and enforcement, and every contact with any homeless individual begins with an introduction and an offer of assistance to get the homeless individual placed into a shelter. In fact, since joining with Lawndale we have seen many homeless individuals placed into temporary housing facilities.

In addition to their homeless outreach and enforcement duties, Southwest Patrol Officers are also patrolling all City of Lawndale buildings, parks, and streets and providing an additional set of eyes and ears to assist our Sheriff's Department in crime prevention at public sites and on public streets alike. Since their time with the City began, Southwest Patrol Officers have assisted deputies in apprehending a car thief, retrieving a stolen vehicle, and even assisting victims of a robbery in progress.

Southwest Patrol Officers are professional, courteous, dedicated to serving Lawndale, and have become excellent ambassadors for this community. While some consideration was given to contracting for unarmed guards, this option was considered impractical and dangerous for the guards, as they are working late nights and early mornings, and are being asked to patrol alleys, parks, and other secluded places with no back up. In light of recent violent acts perpetrated by homeless individuals, it is for their own safety that we request all guards be armed.

Additionally, the State of California recently voted in support of raising taxes to generate funds for homeless services through Measure A. Staff is looking into using Measure A funds that will be available in the coming months to offset costs for Southwest Patrol, however as this is a new funding source, it is as of yet unclear as to whether or not armed security guards would qualify as a acceptable spending option.

LEGAL REVIEW

The City Attorney has reviewed the staff report and approves it as to form.

FISCAL IMPACT

There is no fiscal impact to the current FY. However, based on direction from Council this item will be budgeted for the FY 25/26 budget. It is recommended that a 5% contingency be added to each of the options to allow for any unforeseen costs. See cost estimates for each of the three options below including a 5% contingency.

Option 1 – \$328,020

Option 2 - \$243,705

Option 3 - \$233,310

RECOMMENDATION

Staff recommends that the City Council approve one of the following three options plus a 5% contingency as noted above:

- 1. Option One Increase Southwest Patrol hours form 96 hours per week to 112 hours per week for a total of 5,680 guard hours annually for a cost of \$312,400. This would give the City guard coverage seven days and seven nights per week with 16 out of every 24 hour day with an armed guard patrolling the City of Lawndale. This option does not include guard coverage on the nine holidays recognized by Southwest Patrol including July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, Easter and Memorial Day. With the elimination of the holiday hours factored in at an hourly rate of time and a half, the cost comes in at 5,680 billable hours for a total of \$312,400 annually.
- 2. Option Two Reducing the amount of guard hours per week from 96 hours to 80 hours. This would give the City guard coverage Monday through Friday from 8:00 am until 4:30 pm, as well as Tuesday night and Thursday through Sunday night coverage form 6:00 pm until 2:30 am. This option also maintains guard coverage on all nine holidays recognized by Southwest Patrol including July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, Easter and Memorial Day. This would be the equivalent of 4,160 guard hours per year at the rate of \$55 per hour for a total of \$228,800. With the holiday hours factored in at a hourly rate of time and a half hourly rate, the cost rises to 4,220 billable hours for a total of \$232,100 annually.
- 3. Option Three Reducing the amount of guard hours per week from 96 hours to 80. This would give the City guard coverage Monday through Friday from 8:00 am until 4:30 pm, as well as on Tuesday night and Thursday night through Sunday night from 6:00 pm until 2:30 am. Under this option the City would eliminate guard shifts on all holidays (9) recognized by Southwest Patrol including July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, Easter, and Memorial Day. This would be the equivalent of 4,040 billable hours for a total of \$222,200 annually, which is the lowest priced option.



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Grace Huizar, Senior Management Analyst
SUBJECT:	First Amendment to Contract Services Agreement for Landscape Maintenance and Tree Trimming Services

BACKGROUND

For the past three years, the City's landscape maintenance and tree trimming services have been provided by Mariposa Landscapes, Inc. (Mariposa). Throughout the term of the agreement, Mariposa has consistently delivered reliable and excellent service to the City of Lawndale. The scope of the agreement includes landscape maintenance at parks and City facilities, city-wide weed abatement, irrigation system inspections, and litter removal from center medians. Tree trimming services cover trees located along streets, parkways, parks, City facilities, and designated areas within the railroad right-of-way. The current agreement is set to expire on June 30, 2025. (Attachment 1)

STAFF REVIEW

Mariposa is a full-service landscape and tree trimming company employing over six hundred personnel and has served as the City's contractor since 2022. The company has demonstrated reliability and has consistently delivered satisfactory service throughout the duration of the contract.

The current agreement has a three-year term, effective from July 1, 2022, through June 30, 2025, and includes two (2) optional one-year extensions. If both extension options are exercised, the agreement may be extended through June 30, 2027.

On March 17, 2025, the City reached out to Mariposa to inquire about the possibility of extending the existing agreement for an additional 12-month term. Mariposa responded on March 31, 2025, confirming their interest in the extension and indicating that their proposed rates would include a 3.1% adjustment based on the Consumer Price Index (CPI). The proposed rate adjustment aligns with the current rate of inflation.

The First Amendment provides for a one-year extension of the agreement through June 30, 2026. Under this extension, the cost for landscape maintenance services for Fiscal Year 2025–26 is \$445,068.83, and the cost for tree trimming services is \$539,540.86, resulting in a total annual cost of \$984,609.69. This amount is included in the proposed Fiscal Year 2025–26 City budget. (Attachment 2)

LEGAL REVIEW

The City Attorney reviewed the staff report and the First Amendment and approved as to form.

FISCAL IMPACT

The landscape maintenance and tree trimming services are funded through a combination of General Fund and Gas Tax Fund resources. Of the total annual cost of \$445,068.83 for landscape maintenance services, \$267,041.00 is allocated to Account No. 100-320-530.100 (Grounds – General Fund Contract Services), and \$178,028.00 is allocated to Account No. 201-330-530.100 (Streets – Gas Tax Contract Services).

For tree trimming services, with a total annual cost of \$539,540.86, a total of \$215,816.34 is allocated to Account No. 100-320-530.100 (Grounds – General Fund Contract Services), and \$323,724.52 is allocated to Account No. 201-330-530.100 (Streets – Gas Tax Contract Services).

Sufficient funding for both services has been included in the proposed Fiscal Year 2025–26 Annual City Budget.

RECOMMENDATION

Staff recommends that the City Council approve the First Amendment to the Landscape Maintenance and Tree Trimming Services Agreement to extend the term for an additional 12 months through June 30, 2026 at a total annual cost of \$984,609.69.

Attachments

<u>Attachment 1 - Contract Services Agreement - Mariposa.pdf</u> <u>Attachment 2 - First Amendment for Mariposa Landscape Inc. - 2025.pdf</u>

ATTACHMENT 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

LANDSCAPE MAINTENANCE AND TREE TRIMMING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of June, 2022, by and between the City of Lawndale, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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1.1 <u>Scope of Services</u>. 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 <u>Contractor's Proposal</u>. 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 <u>Compliance with Law</u>. 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 <u>Licenses, Permits, Fees and Assessments</u>. 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 <u>Familiarity with Work</u>. 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 <u>Additional Services</u>. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 <u>Special Requirements</u>. 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 <u>Environmental Laws</u>. 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 <u>Contract Sum</u>. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit* "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of two million seven hundred forty-eight thousand three hundred seventy-nine dollars and 98 cents (\$2,748,379.98) ("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. 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 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

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2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.

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

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

3.4 <u>Term</u>. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2022 and continue in full force and effect until completion of the services no later than June 30, 2025.

4.0 COORDINATION OF WORK

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

5.2 <u>Indemnification</u>.

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

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

6.0 RECORDS AND REPORTS

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

Confidentiality of Information. All information gained or work product produced by 6.4 Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 <u>California Law</u>. 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 <u>Retention of Funds</u>. 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 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed

to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 <u>Termination Prior to Expiration of Term</u>. 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 <u>Completion of Work After Termination for Default of Contractor</u>. 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 <u>Attorneys' Fees</u>. 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 <u>Non-liability of City Officers and Employees</u>. 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 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Contractor</u>. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code. 8.4 <u>Covenant Against Discrimination</u>. 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 <u>Notice</u>. 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 <u>Interpretation</u>. 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 <u>Integration: Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such

electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

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

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: <u>Putto-Mit</u> Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR: Mariposa Landscapes, Inc. a California corporation

By: _

Name: Terry L. Noriega President Title:

By: Theresa Lu Name:

Title: Chief Financial Officer

Address: 6232 Santos Diaz Street Irwindale, CA 91702 Tel: (800) 794-9458

	ACKNOWLE		Г
A notary public or other offic certificate verifies only the id who signed the document to attached, and not the truthfu validity of that document.	entity of the individ which this certifica	te is	
State of California County ofLos Angele	25)		
_{On} May 25, 2022	before me,	ennifer Tin	g, Notary Public
personally appeared		(insert na	me and title of the officer)
I certify under PENALTY OF P paragraph is true and correct. WITNESS my hand and officia		e laws of the	State of California that the foregoing
Signature	fig	(Seal)	
	/		

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EXHIBIT "A" SCOPE OF SERVICES

LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES

LANDSCAPE MAINTENANCE SERVICES

The following sets forth the requirements for this landscape maintenance services Agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

PARK SITES

- Jane Addams Park 15114 Firmona Avenue
- Rogers /Anderson Park 4161 W. Manhattan Beach Boulevard
- William Green Park 4558 W. 168th Street
- Frank Hogan Park 4045 W. 167th Street
- Charles B. Hopper Park 4418 W. 162nd Street
- Larry R. Rudolph Park 14725 Larch Avenue

MEDIANS & PARKWAYS

(LANDSCAPE & HARDSCAPE MAINTENANCE WITH TRASH & LITTER CONTROL)

- Hawthorne Boulevard From Rosecrans Avenue to Redondo Beach Boulevard
- Manhattan Beach Boulevard From Inglewood Avenue to Prairie Avenue
- 147th Street and Burin Avenue (at Community Center) Both side of 147th Street at the Community Center, from Burin Avenue to Hawthorne Boulevard and Burin Avenue from 147th Avenue to the end of the City Hall parking lot, both sides of the street
- Inglewood Avenue From Marine Avenue to Rosecrans Avenue

EXTERIOR GROUNDS & LANDSCAPE MAINTENANCE FOR FOLLOWING FACILITIES:

- City Hall
- Community Center including second level terrace
- Municipal Services Department Facility
- Public Works Department Facility
- Sheriff's Station, Lawndale Service Center
- Railroad Right-of-way

MAINTENANCE OF PARKS, LANDSCAPE AREAS AND ASSOCIATED FACILITIES

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, mulch, seed, chalk, brick dust, wood chips, decomposed granite, light bulbs, irrigation controller batteries and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the City. The areas to be maintained shall include but are not limited to:

- Turf Management (routine mowing, trimming, fertilizing, and watering)
- Hardscape Management (routine sweeping, litter and trash removal, and pressure washing)
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Irrigation Operation and Maintenance (includes parts and labor for daily irrigation wear and tear, excludes: construction-related facility irrigation damage or facility failure)
- Ball-diamond Maintenance (off season maintaining, pre-season rehabilitation, sports period maintenance)
- Recreational Building/Restrooms (routine trash removal and cleaning)
- Weed Abatement and Trash Receptacles;
- and all other area(s) listed in Appendix 1 -"Facilities Descriptions".

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement includes all aspects of irrigation. All facility areas shall be irrigated as required to maintain adequate growth and appearance of all areas subject to this Agreement. Irrigation shall be accomplished in accordance with local water authority guidelines. Irrigation maintenance shall include but not be limited to: operation of the system, adjustments, repairs, modifications, improvements, all components (from connection at meters, including but not limited to: controllers, remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment), and other irrigation maintenance work as required.

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

WORK BY CITY FORCES

Notwithstanding any provisions contained elsewhere in this Agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this contract, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, in equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The City shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks and median facilities. These supplies and materials shall include, but are not limited to:

(A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

Materials necessary for the repair of irrigation systems shall be billed separately by Contractor to City. Prices for such materials shall not exceed cost plus ten percent (Contractor's Costs +10%) of Contractor's acquisition costs for same. Contractor shall submit an invoice each month itemizing all completed repairs. Irrigation repair billing shall be in addition to the monthly maintenance contract billing.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the City shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The City will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Public Works Yard or on other City-owned property.

4. CONTRACTOR VEHICLES AT CITY PARKS

Contractor is permitted to drive vehicles within City Parks as needed while performing services, except at Hopper Park. At Hopper Park, Contractor must park all vehicles in designated parking areas only.

The following are the service levels required for each of maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

(7 days per week).			
1) Turf Management	Service Level		
(a) Mowing	Once a week any day of the week or M-F		
(b) Turf edging & trimming	Once a week any day of the week or M-F Daily (M-F)		
(c) Recreation Turf(d) Renovation	As directed by City		
(e) Turf irrigation	Managed by automation as needed		
(f) Litter & leaf pick-up	As needed		
(g) Turf fertilization	Three times annually - chemically balanced		
(h) Aeration	Twice annually		
2) Hardscape Management	Service Level		
(a) Parking Lots	Inspected daily (M-F), including curbs		
(b) Picnic Shelters	Includes garbage cans emptied (daily 7 days per		
` ,	week), table tops steam cleaned/pressure washed,		
	once weekly (M-F)		
(c) Walkways & patios	Cleared daily (M-F)		
(d) Play areas, sand areas	Inspections and rake thoroughly (daily 7 days per		
	week), and "screen clear" filter the sand and wood		
	chips (once weekly M-F)		
3) Trees, Shrubs & Ground Cover Areas	Service Level		
(a) Shrub Maintenance	Weekly		
(b) Ground Cover (weeding)	Weekly		
(c) Cultivation	Monthly		
(d) Pruning	Weekly		
4) Watering / Irrigation	Service Level		
(a) Irrigation equipment	Inspect once a week (M-F)		
(b) Head adjustment	Maintain properly		
(c) Broken heads	Repair as needed		
(d) Flow restrictions	As indicated		
(e) Control valves	Adjust as needed		
(f) Controller Progress	Adjust as needed		
5) Park and Other Equipment	Service Level		
(a) Play equipment	Inspect daily (7 days per week)		
(b) Picnic tables & benches	Inspect daily (7 days per week)		
(c) Trash Containers	Emptied, cleaned or replaced as needed		
(d) Lighting	Inspect weekly		
(e) Drinking fountains	Inspect/maintain five (5) days a week (M-F)		
(f) Opening Parks (3) –	Open all park gates daily (7 days per week)		

Hogan, Hopper and Rudolph Parks

Parks remain closed when raining or do not open when rain is substantial the previous night. Recreation staff will secure all park gates upon closing.

6) Mc Kenzie Community Garden

- (a) Trim back any vegetation extending beyond plot borders to the outer edge of said plot border.
- (b) Clear decomposed granite pathways of any weeds for aesthetic purposes and any debris in pathways, such as rocks, stones or other obstructions.

7) Ball Fields

- (a) Skin infield, base mounts, pitchers plate mount, and batters boxes.
- (b) Inspections
- (c) Fencing
- (d) Bleachers & player benches

8) Medians

- (a) General Maintenance
- (b) Litter pick-up

9) Parks Buildings Management

(a) Buildings (interior and exterior)

Machine dressed & watered daily (7 days per week). Base mounts, pitchers plate mount and batters boxed leveled, watered and tamped.

Daily (M-F), includes filling in holes and topdressing

Inspect weekly to insure fabric is secured Inspect daily (M-F) & maintain for safety

Service Level

All maintenance requirements & functions specified (above) for turf, shrubs, trees, ground cover & irrigation as applies to median maintenance

Inspected twice daily (7 days per week). Scheduled regularly to occur at the beginning of each day the first time

Service Level

Interior: Inspected daily (7 days per week). Floors mopped & waxed monthly. Report graffiti daily as needed. Garbage cans emptied daily (7 days per week). Exterior: Pickup all trash and paper scraps surrounding park building, clean windows and doors (spray and wipe) once per week, or more frequently as needed. (b) Bathrooms and exterior drinking fountains

Inspected daily (7 days per week). Report graffiti daily as observed. Clean fixtures and stock with paper products as needed daily (7 days per week). Clean (spray and wipe) exterior drinking fountains at all parks daily (M-F).

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the City. The City reserves the right to adjust hours.

Mowing of parks shall be completed and equipment removed before the first morning recess period (generally by 9:00 am) on school days and/or prior to the first scheduled weekend sports or recreation event.

Coordination of Activities

Contractor shall coordinate work with the City to prevent conflict with City recreation programs, activities and events occurring at City facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Public Works Director or his designee to provide detailed work level and effort, as well as maintenance performance. Contractor shall provide the City with a weekly long sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Director of Public Works no later than the Wednesday prior to the start of the scheduled weekly maintenance.

TREE TRIMMING SERVICES

Contractor shall furnish all materials, equipment, tools, labor, and incidentals as required by the Specifications noted below and Contract Documents to provide the required services. The general items of work include tree pruning for public safety and such other items that are required by the Specifications noted below.

LOCATION OF SERVICES

The work will take place citywide for three fiscal year (FY): FY 2022/23, FY 2023/24 and FY 2024/25. (Work does not include utility line clearance.) The three fiscal year work load are to be performed as described in the Schedule of Performance.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2021 Greenbook Edition of the <u>Standard Specifications for Public Works Construction</u>, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California.

Work shall also conform to American National Standards Institute (ANSI) Z.133.1, Standards for Tree Care Operations, ANSI A300 Pruning Standards, OSHA regulations, and International Society of Arboriculture (ISA) Standards.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

All work to be done under this contract shall be divided and completed in three fiscal years (FY): FY2022/23, FY2023/24 and FY2024/25. FY2022/23 work shall be completed within ninety (90) calendar days between September 1, 2022 and November 30, 2022. FY2023/24 work shall be completed within ninety (90) calendar days between September 1, 2023 and November 30, 2023. FY2024/25 work shall be completed within ninety (90) calendar days between September 1, 2024 and November 30, 2023.

FY2022/23 work will include pruning:

- o the street and parkway trees located in the westerly half of the City;
- o all trees on the major boulevards, except Palm trees;
- o palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- o all park and city facility trees
- o selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2023/24 work will include pruning:

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- the street and parkway trees located in the easterly half of the City;
- o all trees on the major boulevards, except Palm trees;
- o all park and city facility trees; and
- o selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2024/25 work will include pruning:

- o the street and parkway trees located in the westerly half of the City;
- o all trees on the major boulevards, except Palm trees;
- o palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- o all park and city facility trees
- selected trees throughout the Railroad right-of-way (refer to Appendix).

EXHIBIT "B"

SPECIAL REQUIREMENTS

LANDSCAPE MAINTENANCE

(A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, and usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the City. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

(B) The City shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Landscape Maintenance Services Checklist, Appendix "3" of this Agreement, shall be used to evaluate the Contractor's performance.

The Contractor shall compensate the City for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the City.

(C) Notices and penalties for non-performance are set forth as follows:

1) <u>Deficiency Notice</u>: The Contractor is required to correct deficiencies within five (5) working days after notification by City.

2) <u>Withholding of Payment</u>: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the City based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) <u>City's Right to Correct Deficiency</u>: Five (5) working days after issuing a Deficiency Notice to Contractor, City shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the City. City shall, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by City from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

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4. Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the City's Representative.
- Failure to comply with minimum City-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with City specifications and/or as requested by the City's Representative. May result in a deduction of up to \$250 per instance per workday.
- Failure to protect public health and/or correct safety concerns. These include, but are not limited to, policing City property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- Failure to comply with water restrictions imposed by the Water Authority. May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

The Contractor's representative shall contact the City on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

2) The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.

3) The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient personnel to perform all work as described in Technical Provisions (Exhibit "E"). The parks at Jane Addams, Rogers/Anderson, and William Green schools, which will be part of the work provided pursuant to this contract with the City, are owned by the Lawndale Elementary School District and are school playground facilities during normal school hours. Accordingly, Contractor hereby warrants that she/he and all employees or agents of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from contact with children. In addition, Contractor agrees to provide City with Live Scan fingerprints and the related criminal background check for each employee or agent of Contractor who may provide services pursuant to this Agreement.

The determination of adequacy in the number of Contractor's personnel will be made by the Director of Public Works or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the City the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered contractor default.

1) <u>Parks</u> - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided seven (7) days a week. Park buildings and restrooms shall be maintained daily seven (7) days per week as described in Technical Provisions (Exhibit "E"), Part 8.

2) <u>Median Landscape Maintenance Areas</u> - The Contractor shall provide maintenance for the median landscape areas in conformance with Technical Provisions (Exhibit "E"). Normal maintenance shall begin 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday. Parkway trash collection or sweeping may begin as early as 6:00 a.m. to coordinate with street sweeping and median sweeping to be provided by others. Hawthorne Boulevard Median and Inglewood Avenue Median maintenance shall begin 9:00 a.m. and shall be provided five (5) days a week, Monday through Friday, for litter and debris removal in conformance with (Exhibit "E") and once weekly for mowing and trimming in conformance with Technical Provisions (Exhibit "E"). For Hawthorne Boulevard and Inglewood Avenue maintenance, the crews will ensure that they provide access to motorists who wish to park and will not block ingress and egress.

3) <u>Landscape Maintenance Areas</u> - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for City Hall, Community Center, Municipal Services Department Facility, Public Works Department Facility, Sheriff's Station, Lawndale Service Center, and the Railroad right-of-way shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday, with the exception of the Community Center maintenance which shall begin at 7:00 a.m. and shall be provided every day (7) days a week.

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an onsite representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The City shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Contract Officer or his representative on a regular bi-weekly basis and at such other times as may be required by the City to review the performance of the contract and to discuss any problems or matters as determined by the City. The Contractor shall submit a weekly performance report to the City.

(E) Emergency Services

Contractor shall provide the City with the names and telephone numbers of at least two (2) contacts who can be called by City representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the City.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the City may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the City in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the City shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any City-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or City facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or City facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or city facility is partially declared out of use, City and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project. Particular care shall be exercised on joint school/park sites and shall consider and accommodate normal school hours/operations and school site safety.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Director of Public Works. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION

Contractor shall be responsible for establishing watering time lengths for manual and automatic irrigation systems. Watering time lengths shall be adjusted based upon weather, usage, plant material type, soil condition, and shade and output volume of water by the irrigation head type. Contractor shall keep watering equipment (pipe, valves, irrigation heads, and irrigation controllers) in good working order. The City shall be promptly notified of any water leaks. No watering shall occur when it is raining nor shall watering conflict with daytime school operations or with pre-scheduled sports activities.

Contractor shall minimize the use of water during maintenance operations. The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the City. In keeping with the municipal NPDES requirements, washing down equipment is discouraged. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment or a facility area into either a storm drainage or sanitary sewage system.

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and City sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. and after 7:00 p.m. or such other time as directed by the Public Works Director. Please note that the use of gas powered air blowers is prohibited by ordinance within the City.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

9. AIR POLLUTION

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

10. TRAFFIC AND DETOURS

(A) General

Contractor shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag persons; advising the public of detours and construction/maintenance hazards and, on completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements, which arise during landscape installations at the park and medians. Contractor shall notify Contract Officer seventy-two (72) hours in advance for approval prior to closing or partial closing of any street or public thoroughfare.

(B) Responsibility

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense.

(C) Hauling

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the City in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Director of Public Works as proof of final disposal.

12. AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he give direction, orders within the scope of these specifications may be given by the Director of Public Works or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the City, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement. notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Director of Public Works or his/her authorized representative, within the time specified in such notice, the City Council may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the City Council may deem proper or the City Council may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the City as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the City which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same. Contractor shall comply with all applicable provisions of Section 8.20.75, Gasoline-powered weed and debris blowers; and Section 13.12.060 Illicit discharges, Subsection H, of the Lawndale Municipal Code.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Los Angeles County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Lawndale Public Works office. Contractor further understands and agrees as follows:

A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)

B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)

C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)

D. Eight hours' labor constitutes a legal day's work as described in <u>Labor Code</u> <u>§1810</u>.

E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the City harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the City with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award of this Agreement as described in the Request for Proposal for Landscape Maintenance and Tree Trimming Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the City the following documents:

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or

(b) A certificate from the Clerk of the County of Los Angeles that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require the City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, City shall contact the bond company to verify the bond's validity.

18. SENATE BILL 1383 (SB 1383) REQUIREMENTS

Company to Act as Direct-Service Provider of Compost and Mulch to the City of Lawndale Company shall provide the City with the compost and mulch to be used in its operations provided within the City for the purpose of facilitating the City's compliance with SB 1383 recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.). Company shall procure this material on behalf of the City of Lawndale.

<u>Recordkeeping and Reporting Requirements:</u> Company shall maintain the following records sufficient to demonstrate that any compost or mulch procured on the City of Lawndale's behalf under this Agreement is not applied towards the SB 1383 recovered organic waste product procurement target of any other jurisdiction.

Company shall keep and maintain a complete copy of all records regarding its provision of services to City. Records shall be maintained on a calendar year basis, i.e. for each calendar year in which Company procures compost and mulch for City under this Agreement.

- 1) Reporting:
 - a) The name, physical location, and contact information of each entity, operation, or facility from whom the compost and mulch was procured, and a general description of how the product was used, and if applicable, where the product was applied.
 - b) All invoices or similar records evidencing all procurement.

Records regarding Company's compost and mulch procurement services in a particular calendar year shall be maintained for six calendar years after the end of that Service year. These records shall be made available for inspection by the City or the California Department of Resource Recycling and Recovery at any time during usual business hours.

<u>Requirements for Compost and Mulch</u>. The following requirements must be met to ensure that compost and mulch procured under this Agreement meets the requirements specified in 14 CCR 18993.1.

Compost - As required in 14 CCR 18993.1(f)(1), compost procured on behalf of the City of Lawndale shall meet the following criteria:

- 1) Materials:
 - a) Acceptable materials are:
 - i) Compost, including fine, medium, and coarse compost.
 - ii) The portion of topsoil, biotreatment soil mix, or other blend that is compost.
 - iii) See attached specification for additional requirements.
- b) Unacceptable materials include:

i) Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR § 17868.2 - 17868.3.1.

- ii) Uncomposted compostable materials, including:
 - (1) Digestate

(2) Biosolids/sewage sludge

(3) Manure

(4) Tree trimmings and green waste

- iii) Biochar
- iv) Fertilizers and soil amendments, including:
 - (1) Synthetic fertilizer
 - (2) Nitrolized sawdust
 - (3) Gypsum
 - (4) Urea
- v) Topsoil, fill (except as described in (1)(a)(ii))

2) Sources:

a) Acceptable sources of compost: (per 14 CCR 18993.1(f)(1)):

i) A compostable material handling facility with a Full Solid Waste Facility Permit or Registration Permit, or that is authorized under the Enforcement Agency Notification Tier under 14 CCR § 17854.1

ii) A large volume in-vessel digestion facility that composts on-site.

3) Definitions:

- a) "Biochar" means the charcoal product of biomass conversion through pyrolosis (along with ash and syngas).
- b) "Biosolids" means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works. 14 CCR 17852(a)(9)
- c) "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. 14 CCR 17896.2(a)(4)
- d) "Compostable material" means any organic material that when accumulated will become active compost. 14 CCR 17852(a)(11)
- e) "Compostable Material Handling Facility permitted or authorized by 14 CCR § 17854.1" means a facility described by the tiered regulatory system adopted by the California Integrated Waste Management Board in 1994.
- f) "Digestate" means the solid and/or liquid residual material remaining after organic material has been processed in an in-vessel digester. 14 CCR 17896.2(a)(6)
- g) "Large Volume In-vessel Digestion Facility" means a facility that receives an average greater than 100 tons of solid waste per operating day or greater than 700 tons (2,800 cubic yards) per week of solid waste for digestion in an in-vessel digester. 14 CCR 17896.2(a)(15)
- h) "Manure" is an agricultural material and means accumulated herbivore or avian excrement. This definition shall include feces and urine, and any bedding material, spilled feed, or soil that is mixed with feces or urine. 14 CCR 17896.2(a)(18)

Mulch - As required in 14 CCR 18993.1(f)(4), mulch procured on behalf of the City of Lawndale shall meet the following criteria:

1) The mulch is produced at one or more of the following:

- a) A compostable material handling operation or facility as defined in Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in Section 17852(a)(10), that is permitted or authorized under this division; or
- b) A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under this division; or
- c) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

California Code of Regulations 17852(a)(10)

"Chipping and Grinding Operations and Facilities" means an operation or facility, that does not produce compost that mechanically reduces the size or otherwise engages in the handling, of compostable material and:

- (A) The site does the following:
 - 1. The site handles only material, excluding manure, allowed at a green material composting operation or facility as set forth in section 17852(a)(22); and,
 - 2. Each load of green material is removed from the site within 48 hours of receipt. The EA may allow a site to keep green material on-site for up to 7 days if the EA determines that the additional time does not increase the potential for violations of this Chapter.
- (B) If the site fails to meet the definition of green material because it exceeds the contamination limits in section 17852(a)(21), the site shall be regulated as set forth in the Transfer/Processing Regulatory requirements (commencing at section 17400).
- (C) If the site fails to meet the definition of this section because the green material remains onsite for a longer period of time than is allowed, then the site shall be regulated as a compostable material handling operation or facility, as set forth in this Chapter

California Code of Regulations 17852(a)(12)

"Compostable Materials Handling Operation" or "Facility" means an operation or facility that processes, transfers, or stores compostable material. Handling of compostable materials results in controlled biological decomposition. Handling includes composting, screening, chipping and grinding, and storage activities related to the production of compost, compost feedstocks, and chipped and ground materials. "Compostable Materials Handling Operation or Facility" does not include activities excluded from regulation in section 17855. "Compostable Materials Handling Operation or Facility" also includes:

- (A) agricultural material composting operations;
- (B) green material composting operations and facilities;
- (C) vegetative food material composting facilities;
- (D) research composting operations;
- (E) chipping and grinding operations and facilities; and,
- (F) biosolids composting operations at POTWs (publicly owned treatment works).

California Code of Regulations 17402(a)(30) and (31)

- (30) "Transfer/Processing Facility" or "Facility" includes:
- (A) those activities governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements (as specified in sections 17403.6 and 17403.7); and,
- (B) which:
 - 1. receive, handle, separate, convert or otherwise process materials in solid waste; and/or
 - 2. transfer solid waste directly from one container to another or from one vehicle to another for transport; and/or
 - 3. store solid waste;
- (C) The receipt of separated for reuse material pursuant to Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, located within a solid waste facility does not constitute solid waste handling, or processing, if there is a defined physical barrier to separate recycling activities defined in Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, from the solid waste activities, or where the recycling and solid waste activities are considered by the EA as separate operations.
- (D) "Transfer/Processing Facilities" do not include activities specifically defined in section 17402.5(c) of this Article, and operations and facilities that are subject to regulations in Chapter 3.1 (commencing with section 17850).
- (31) "Transfer/Processing Operation" or "Operation" includes:
- (A) those activities governed by the EA Notification tier requirements; and,
- (B) which:
 - 1. receive, handle, separate, convert or otherwise process materials in solid waste; and/or
 - 2. transfer solid waste directly from one container to another or from one vehicle to another for transport; and/or
 - 3. store solid waste;
- (C) The receipt of separated for reuse material pursuant to Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, located within a solid waste operation does not constitute solid waste handling, or processing, if there is a defined physical barrier to separate recycling activities defined in Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, from the solid waste activities, or where the recycling and solid waste activities are considered by the EA as separate operations.
- (D) "Transfer/Processing Operations" do not include activities specifically defined in section 17402.5(c) of this Article, and operations and facilities that are subject to regulations in Chapter 3.1 (commencing with section 17850).

Public Resources Code Section 40195.1

(a) "Solid waste landfill" means a disposal facility that accepts solid waste for land disposal, but does not include a facility which receives only wastes generated by the facility owner or operator in the extraction, beneficiation, or processing of ores and minerals, or a cemetery which disposes onsite only the grass clippings, floral wastes, or soil resulting from activities on the grounds of that cemetery.

(b) For the purposes of Article 3 (commencing with Section 43500) and Article 4 (commencing with Section 43600) of Chapter 2 of Part 4, "solid waste landfill" does not include a facility which receives only nonhazardous wood waste derived from timber production or wood product manufacturing. For the purposes of the fee imposed by Section 48000, facilities which receive only nonhazardous wood waste derived from timber production or wood product manufacturing shall, notwithstanding Section 48000, pay a quarterly fee to the state board on all solid waste disposed at each disposal site, which does not exceed the amount of the fee due and payable to the state board by those facilities during the 1992 calendar year.

TREE TRIMMING

21. GENERAL

A. THE REQUIREMENTS

All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2006 edition, plus any supplements, published, herein referred to "Standard Specifications," except as modified by the General Conditions and these Special Provisions. In addition to the above, the Contractor shall comply with the following requirements:

- (1) Request for Proposals
- (2) General Requirements
- (3) Proposal
- (4) Performance Bond
- (5) Labor and Materials Bond
- (6) Contractor's License Affidavit
- (7) Reference List
- (8) Equipment List
- (9) Agreement

B. DEFINITION OF TERMS

Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) City The City of Lawndale, California
- (2) Council The Lawndale City Council
- (3) Director The Lawndale Director of Public Works, acting either directly or through authorized agents.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

22. SPECIFICATIONS

<u>RECORD DRAWINGS</u> - The Contractor shall maintain a control set of Contract Documents on the project site at all times. All final locations determined in the field, and any deviations from the Street Tree Inventory, shall be marked in red on this control set to show the current conditions. Upon completion of all work, the Contractor shall return the control set to the Director. Final payment will not be made until this requirement is met.

All corrections on record documents shall be done in red ink. Record drawings shall be a control set of the Street Tree Inventory kept on the site for daily recording of "current" conditions. Record documents shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

23. INSPECTION

The Director, or his authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the

progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City designated by the Director. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Director or her authorized agent forty-eight (48) hours in advance when he will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable may be rejected, notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the Director and accepted or estimated for payment.

A. OBSERVATION OF THE WORK

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The authorized representative of the Director will observe all work in progress and will determine satisfactory performance by the Contractor.

- 1. Sample Pruning. Five (5) sample trees will be selected by the Director for the Contractor to perform pruning in accordance with the Specifications. NO OTHER WORK SHALL PROCEED UNTIL SAMPLE PRUNINGS ARE APPROVED.
- 2. Scheduling of Work. The Contractor shall schedule all work a minimum of 48 hours in advance. This shall include posting "No-Parking" signs as necessary. The Director's representative and the Contractor will review the work for special or unusual requirements 24 hours in advance of the work performance.
- 3. Inventory Maintenance. The Contractor shall record in a Master Inventory supplied by the City:
 - a. Any change in inventory data, such as species, condition, and location; and

b. The date of pruning and type of pruning applied.

This record shall be turned over to the Director's representative at the end of each workweek. No progress payments will be authorized without this submittal.

B. COMPLETION OF WORK

- 1. Each phase of all work to be done under this contract shall be completed within **ninety (90) calendar days** beginning on the date stipulated in the written "Notice to Proceed" issued by the Director of Public Works.
- 2. In the event that the Director of Public Works shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

24. NO PERSONAL LIABILITY

No agent of the City of Lawndale shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the City nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

25. UNPAID CLAIMS

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Section 3084 of the Civil Code of the State of California, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

26. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Director are or become insufficient, the Director may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Director within fifteen (15) days after notice, and in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

27. NOISE CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the City Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

28. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements of the California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

29. CONTROL OF WORKMANSHIP AND MATERIALS

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at own his expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Director. If the Contractor fails to make such repair and replacement promptly, the Director may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his Surety.

If, in the opinion of the Director, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Director's request for correction within a reasonable time as determined by the Director, the City may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

30. LIQUIDATED DAMAGES

Section 6-9 of the Standard Specifications is hereby amended as follows:

"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 in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or have withheld from moneys due it, the sum of \$250. Execution of the contract under these Specifications shall constitute agreement by the City and the Contractor that \$250 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum 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."

31. CONFERENCES AND MEETINGS

When, and as directed by the Director, the Contractor shall attend all conferences and meetings that the Director deems necessary for the proper progress of work under this contract.

32. WORKING HOUR RESTRICTIONS

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

33. EXAMINATION AND AUDIT

All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the City and by the State Auditor, at the request of the City or as part of any audit of the City, for a period of three years after final payment under the Agreement.

34. DELAYS AND EXTENSIONS OF TIME

The first sentence of subsection 6-6.4 of the Standards Specifications, titled "Written Notice and Report" is hereby deleted and replaced with the following:

"If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Director in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2, of the Standards Specifications, it shall notify the Director in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay."

35. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

"The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations or as required by the Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be

considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified."

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the proposal."

36. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL

In addition to the requirements specified in Subsections 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Director may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense.

Should the Director point out the inadequacy of warning and protective measures, such action on the part of the Director shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the Director with local emergency phone numbers where he or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Director.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. At the City's option, it may also contract with an outside vendor to provide traffic control services. Said costs shall be deducted from the total contract price for the work.

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B. UTILITIES

It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his operations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

C. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements."

D. WATER POLLUTION

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

E. PROJECT APPEARANCE

The Contractor shall maintain a neat and orderly appearance to the project work product and worksite at all times.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

F. NON-STANDARD WORK HOURS

In the event work is allowed by the Director outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$40.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Director as a matter of public safety or to otherwise insure the quality of the work.

G. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Director and must be free of objectionable material. The Contractor must submit to the Director for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. The City will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Public Works Yard or on other City-owned property.

H. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workmen on the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall by strictly enforced by the Contractor.

I. RESPONSIBILITY OF THE CITY

The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance except as expressly provided for in these Contract Documents.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment or compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

2.3

APPRENTICESHIP REQUIREMENTS

Labor Code Section 1773.3 states:

"An awarding City whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards."

Also note Labor Code Sections 1776(g), 1777.5 and 1777.7.

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE CITY OF LAWNDALE WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT. A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Mariposa Landscapes, Inc. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

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

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

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.

- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

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• If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C" SCHEDULE OF COMPENSATION – LANDSCAPE MAINTENANCE

COMPANY NAME: Mariposa Landscapes, Inc.

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ITEM COST

PROPOSALS

CITY OF LAWNDALE LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES

The undersigned hereby submits this Proposal for Landscape Maintenance & Tree Trimming Services and stipulates thereto as follows:

1. FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the locations of the proposed services, the SCOPE OF SERVICES, the SCHEDULE OF PERFORMANCE, the GENERAL REQUIREMENTS and Contract Services Agreement of the City of Lawndale and all related documents.

2. <u>BASIC CONTRACT</u>

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A.

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance & Tree Trimming Services Agreement as shown in the Contract Services Agreement, at the following prices:

PAR	IK AREAS	PER MONTH
1.	JANE ADDAMS PARK (School Playground)	^{\$} 2,351.00
2.	ROGERS/ANDERSON PARK (School Playground)	\$ 2,015.00
3.	WILLIAM GREEN PARK (School Playground)	\$ 1,679.00
4.	FRANK HOGAN PARK	<u>\$ 1,511.00</u>
5.	CHARLES B. HOPPER PARK	<u>\$</u> 1,175.00
6.	LARRY R. RUDOLPH PARK	<u>\$ 1,612.00</u>
7.	MCKENZIE COMMUNITY GARDENS	\$ 269.00
	TOTAL MONTHLY - PARK AREAS	\$ 10,612.00

21 City of Lawndale Request for Proposals for Landscape Maintenance & Tree Trimming Services

		COMPANY NAME: Mariposa Lands	scapes, Inc.
в.	NON		ITEM COST ⁷ PER MONTH
	1.	CITY HALL	\$ 974.00
	2.	COMMUNITY CENTER	\$ 974.00
	3.	MUNICIPAL SERVICES DEPARTMENT FACILITY	\$ 1,310.00
	4.	PUBLIC WORKS DEPARTMENT FACILITY	<u>\$</u> 806.00
	5.	SHERIFF'S STATION, LAWNDALE SERVICE CENTER	\$ 806.00
	6.	RAILROAD RIGHT-OF-WAY	\$ 2,619.00
		TOTAL MONTHLY - NON PARK AREAS	\$ 7,489.00
C.	BO	ULEVARD MEDIAN & PARKWAY MAINTENANCE	ITEM COST PER MONTH
	1.	HAWTHORNE BOULEVARD	<u>\$</u> 10,185.00
	2.	MANHATTAN BEACH BOULEVARD	\$ 1,760.00
	3.	147 th STREET AND BURIN AVENUE (COMMUNITY CENTER)	\$ 222.00
	4.	INGLEWOOD AVENUE – FROM MARINE AVENUE TO ROSECRANS AVENUE	\$ 527.00
	тот	AL MONTHLY - BOULEVARD MEDIAN & PKWY MAINTENANCE	\$ 12,694.00

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22 City of Lawndale Request for Proposals for Landscape Maintenance & Tree Trimming Services .

		COMPANY NAME: Mariposa Lands	capes, Inc.	
D.	PAR	K BUILDINGS & RESTROOM FACILITIES	ITEM COST PER MONTH	
	1.	JANE ADDAMS PARK	\$ 336.00	
	2.	ROGERS/ANDERSON PARK	\$ 312.00	
	3.	WILLIAM GREEN PARK	\$ 319.00	
	4.	CHARLES B. HOPPER PARK	\$ 672.00	
	5.	FRANK HOGAN PARK	\$ 443.00	
	6.	LARRY R. RUDOLPH PARK	\$ 705.00	
т	OTAL	MONTHLY - PARK AREA BUILDING & RESTROOM FACILITIES	Л 2,787.00	-
E.	мо	NTHLY COST (ITEMS A - D ABOVE)	ITEM COST PER MONTH	
	1.	PARK AREAS - (A)	\$ 10,612.00	
	2.	NON-PARK FACILITIES - (B)	\$ 7,489.00	
	3.	BOULEVARD MEDIAN & PARKWAYS - (C)	<u>\$ 12,694.00</u>	
	4.	PARK AREA BUILDING & RESTROOM FACILITIES – (D)	\$ 2,787.00	
	гота	L LANDSCAPE MAINTENANCE MONTHLY COST	\$ 33,582.00	
F.		<u>)TAL ANNUAL LANDSCAPE MAINTENANCE)ST – FY 2022/23</u>	\$ <u>402,984.00</u>	
G	<u>Aľ</u> <u>M</u>	NNUAL INCREASE OF LANDSCAPE AINTENANCE COST – FY 2023/24	3.5	%
11	- <u>M</u>	NNUAL INCREASE OF LANDSCAPE AINTENANCE COST – FY 2024/25	3.5	%

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23 City of Lawndale Request for Proposals for Landscape Maintenance & Tree Trimming Services

COMPANY NAME: Mariposa Landscapes, Inc.

I.	FY2022/23 TREE TRIMMING SCOPE OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Prune all street and parkway trees within City limits west of Hawthorne Boulevard	3,000	EA	\$ 63.00	\$ 189,000.00
2	Acsthetic tree trimming of street, parkway, and median trees on Hawthorne Boulevard and on all other major arterials/boulevards	1,600	EA	\$ 125.00	\$ 200,000.00
3	Prune Palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard	65	EA	\$ 175.00	\$
4	Prune Park and City facility trees	120	EA	\$ 125.00	\$ 15,000.00
5	Prune Railroad right-of-way trees	526	EA	\$ 63.00	\$ 33,138.00
6	Tree removal, including stump	40	EA	\$ 875.00	\$ 35,000.00
TOTAL ANNUAL TREE TRIMMING COST - FY 2022/23 \$					\$ 483,513.00

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J.	FY2023/24 TREE TRIMMING SCOPE OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Prime all street and parkway trees within City limits east of Hawthorne Boulevard	3,000	EA	\$ 65.00	\$ 195,000.00
2	Prune street, parkway, and median trees on Hawthorne Blvd & on all other major arterials/boulevards.	1,600	EA	\$ 130.00	\$ 208,000.00
3	Prune Park and City facility trees	120	EA	\$ 130.00	\$ 15,600.00
4	Prune Railroad right-of-way trees	526	EA	\$ 65.00	\$ 34,190.00
5	Tree removal, including stump	40	EA	\$ 925.00	\$ 37,000.00
TOTAL ANNUAL TREE TRIMMING COST - FY 2023/24 \$				\$ 489,790.00	

24 City of Lawndale Request for Proposals for Landscape Maintenance & Tree Trimming Services

COMPANY NAME: Mariposa Landscape, Inc.

K.	FY2024/25 TREE TRIMMING SCOPE OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Prune all street and parkway trees within City limits west of Hawthorne Boulevard	3,000	EA	\$ 68.00	\$ 204,000.00
2	Aesthetic tree trimming of street, parkway, and median trees on Hawthorne Boulevard and on all other major arterials/boulevards	1,600	EA	\$ 135.00	\$ 216,000.00
3	Prune Palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard	65	EA	\$ 190.00	\$ 12,350.00
4	Prune Park and City facility trees	120	EA	\$ 135.00	\$ 16,200.00
5	Prune Railroad right-of-way trees	526	EA	\$ 68.00	\$ 35,768.00
6	Tree removal, including stump	40	EA	\$ 975.00	\$ 39,000.00
TOTAL ANNUAL TREE TRIMMING COST - FY 2024/25 \$ 523,318.0					\$ 523,318.00

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L.	ANNUAL COST FOR LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES – FY 2022/23 (ITEMS F & I)	\$ 886,497.00
M.	<u>ANNUAL COST FOR LANDSCAPE MAINTENANCE &</u> <u>TREE TRIMMING SERVICES – FY 2023/24 (ITEMS</u> <u>F*(1+G) & I)</u>	\$ 906,878.44
N.	<u>ANNUAL COST FOR LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES – FY 2024/25 (ITEMS F*(1+H) & 1)</u>	\$ 955,004.54
Т.	<u>TOTAL LANDSCAPE MAINTENANCE & TREE</u> <u>TRIMMING SERVICES CONTRACT AMOUNT (ITEMS</u> <u>L - N)</u>	\$ 2,748,379.98
	TOTAL LANDSCAPE MAINTENANCE & TREE TRIMM CONTRACT AMOUNT IN WORDS:	IING SERVICES

Two Million Seven Hundred Forty Eight Thousand Three Hundred Seventy Nine and Zero

DOLLARS.

25 City of Lawndale Request for Proposals for Landscape Maintenance & Tree Trimming Services COMPANY NAME: Mariposa Landscapes, Inc.

3. EXTRA WORK/ ADDITIONAL SERVICES

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All extra work or additional services will be based on the unit prices of the submitted Proposals. If the extra work or additional services is not defined in the submitted Proposals, the following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20%
2) Materials	15%
3) Equipment Rental	15%
4) Other Items and Expenditures	15%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

In addition, a markup of 10 percent of the subcontracted portion of the extra work may be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on Extra Work done by the Subcontractor.

4. PROPOSER'S CERTIFICATION

The undersigned is prepared to satisfy the City Council of the City of Lawndale of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the City of Lawndale in accordance with the Contract Documents.

Name of Company Mariposa Landscapes, Inc.

Address 6232 Santos Diaz St., Irwindale, CA 91702

Business Telephone Number (626) 960-0196

Company organized under the laws of the state of California

By: un hall (p dated: 05/12/2022 President or Owner Terry Noriega, President By: < dated: 05/12/2022 \mathcal{O}

Theresa Lu, Chief Financial Officer

26 City of Lawndale Request for Proposals for Landscape Maintenance & Tree Trimming Services

EXHIBIT "D"

SCHEDULE OF PERFORMANCE – LANDSCAPING MAINTENANCE

The initial term of this Agreement shall be for three years, commencing on July 1, 2022 and expiring on June 30, 2025. There shall be two (2) additional one-year extension options at the sole discretion of the City, such that the Agreement may ultimately be extended through June 30, 2027. To exercise its extension option, the City may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the City, and agreement by both parties on work item rates, the Agreement shall automatically be extended for a period of 12 months.

Level of Service

The following are the service levels required for each of maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

1) Turf Management	Service Level
(a) Mowing	Once a week any day of the week or M-F
(b) Turf edging & trimming	Once a week any day of the week or M-F
(c) Recreation Turf	Daily (M-F)
(d) Renovation	As directed by City
(e) Turf irrigation	Managed by automation as needed
(f) Litter & leaf pick-up	As needed
(g) Turf fertilization	Three times annually - chemically balanced
(h) Aeration	Twice annually
2) Hardscape Management	Service Level
<u>2) Hardscape Management</u>(a) Parking Lots(b) Picnic Shelters	Service Level Inspected daily (M-F), including curbs Includes garbage cans emptied (daily 7 days per week), table tops steam cleaned/pressure washed, once weekly (M-F)
(a) Parking Lots	Inspected daily (M-F), including curbs Includes garbage cans emptied (daily 7 days per week), table tops steam cleaned/pressure washed,
(a) Parking Lots(b) Picnic Shelters	Inspected daily (M-F), including curbs Includes garbage cans emptied (daily 7 days per week), table tops steam cleaned/pressure washed, once weekly (M-F)

3) Trees, Shrubs & Ground Cover Areas Service Level

MARIPOSA LANDSCAPES, INC.

(a) Shrub Maintenance (b) Ground Cover (weeding) (c) Cultivation (d) Pruning 4) Watering / Irrigation (a) Irrigation equipment (b) Head adjustment (c) Broken heads (d) Flow restrictions (e) Control valves (f) Controller Progress 5) Park and Other Equipment (a) Play equipment (b) Picnic tables & benches (c) Trash Containers (d) Lighting (e) Drinking fountains (f) Opening Parks (3) -Hogan, Hopper and Rudolph Parks

Weekly Weekly Monthly Weekly

Service Level

Inspect once a week (M-F) Maintain properly Repair as needed As indicated Adjust as needed Adjust as needed

Service Level

Inspect daily (7 days per week) Inspect daily (7 days per week) Emptied, cleaned or replaced as needed Inspect weekly Inspect/maintain five (5) days a week (M-F) Clean (spray and wipe) daily Open all park gates daily (7 days per week) Parks remain closed when raining or do not open when rain is substantial the previous night. Recreation staff will secure all park gates upon closing.

6) McKenzie Community Garden

(a) Trim back any vegetation extending beyond plot borders to the outer edge of said plot border.

(b) Clear decomposed granite pathways of any weeds for aesthetic purposes and any debris in pathways, such as rocks stones or other obstructions.

7) Ball Fields

(a) Skin infield, base mounts, pitchers plate mount and batters boxes.

(b) Inspections

(c) Fencing

(d) Bleachers & player benches

Service Level

Machine dressed & watered daily (7 days per week). Base mounts, pitchers plate mount and batters boxed leveled, watered and tamped. Daily (M-F), includes filling in holes and topdressing Inspect weekly to insure fabric is secured

Inspect daily (M-F) & maintain for safety

 <u>8) Medians</u> (a) General Maintenance (b) Litter pick-up 	Service Level All maintenance requirements & functions specified (above) for turf, shrubs, trees, ground cover & irrigation as applies to median maintenance Inspected twice daily (7 days per week). Scheduled regularly to occur at the beginning of each day the first time
 <u>9) Parks Buildings Management</u> (a) Buildings (interior and exterior) (b) Bathrooms and exterior drinking 	Service Level Interior: Inspected daily (7 days per week). Floors mopped & waxed monthly. Report graffiti daily as needed. Garbage cans emptied daily (7 days per week). Exterior: pickup all trash and paper scraps surrounding park buildings, clean windows and doors (spray and wipe) once per week, or more frequently as needed. Inspected daily (7 days per week). Report
fountains and bottle fillers.	graffiti daily as observed. Clean fixtures and stock with paper products as needed daily (7 days per week). Clean (spray and wipe) exterior drinking fountains at all parks daily (M-F).

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the City. The City reserves the right to adjust hours.

Mowing of parks shall be completed and equipment removed before the first morning recess period (generally by 9:00 am) on school days and/or prior to the first scheduled weekend sports or recreation event.

Coordination of Activities

Contractor shall coordinate work with the City to prevent conflict with City recreation programs, activities and events occurring at City facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Public Works Director or his designee to provide detailed work level and effort, as well as maintenance performance. Contractor shall provide the City with a weekly long sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Director of Public Works no later than the Wednesday prior to the start of the scheduled weekly maintenance.

SCHEDULE OF PERFORMANCE – TREE TRIMMING

All work to be done under this contract shall be divided and completed in three fiscal years (FY): FY2022/23, FY2023/24 and FY2024/25. FY2022/23 work shall be completed within ninety (90) calendar days between September 1, 2022 and November 30, 2022. FY2023/24 work shall be completed within ninety (90) calendar days between September 1, 2023 and November 30, 2023. FY2024/25 work shall be completed within ninety (90) calendar days between September 1, 2024 and November 30, 2023.

FY2022/23 work will include pruning:

- o the street and parkway trees located in the westerly half of the City;
- o all trees on the major boulevards, except Palm trees;
- o palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- o all park and city facility trees
- o selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2023/24 work will include pruning:

- the street and parkway trees located in the easterly half of the City;
- o all trees on the major boulevards, except Palm trees;
- o all park and city facility trees; and
- o selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2024/25 work will include pruning:

- o the street and parkway trees located in the westerly half of the City;
- o all trees on the major boulevards, except Palm trees;
- o palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- o all park and city facility trees
- o selected trees throughout the Railroad right-of-way (refer to Appendix).

EXHIBIT E

TECHNICAL PROVISIONS – LANDSCAPE MAINTENANCE

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. TURF MANAGEMENT

(a) <u>Mowing</u> - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) <u>Turf Edging and Trimming</u> - Turf edging and trimming shall be performed once per week concurrently with mowing. All edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) <u>Recreation Turf</u> - These areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) <u>Renovation</u> - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) <u>Turf Irrigation</u> - Turf irrigation shall be managed through automated controls and manual operation using sprinkler heads properly spaced and adjusted for uniform application. Application shall be at a rate corresponding to climate, soil type and cultural requirements of the turf species.

(f) <u>Litter and Leaf Pick-up</u> - Litter and leaf pick-up shall be performed as needed to maintain a neat and clear appearance.

(g) <u>Turf Fertilization</u> - All turf areas shall be fertilized three (3) times annually using a balanced chemical fertilizer. Fertilizer spreading shall be accomplished using a rotary and/or drop spreader. Fertilizer specifications shall be formulated on the basis of laboratory soil analysis and shall be approved by the City prior to application. Application of fertilizer with a pre- emergent weed control shall be completed between February 15th and March 30th; with a weed and feed fertilizer mixture, July 15th and August 15th, and October 15th and November 15th annually. Fertilizer shall be applied within one (1) day of aeration.

(h) <u>Aeration</u> - All turf areas shall be aerated twice annually and shall be accomplished using either plugging or slicing equipment. Extreme care shall be used to identify sprinkler heads, valve boxes, and other in-ground equipment prior to aeration (this shall be done using wire/plastic marking flags). All plugs shall be broken to satisfaction of City by dragging and/or by rotary mower immediately after aeration.

2. HARDSCAPE MANAGEMENT

(a) <u>Parking Lots</u> - All parking lots shall be inspected daily (M-F) for litter and trash pick-up, broken glass or other safety hazards. Wheel stops, signs, gates and barricades shall be checked weekly and repaired or serviced as needed. All curb areas shall be swept once a week. All weeds growing in cracks shall be removed weekly.

(b) <u>Picnic Shelters</u> - Picnic shelter surfaces shall be inspected daily (7 days per week) for litter and trash pick-up. Garbage cans shall be emptied daily and as often as may be required. All surfaces including tabletops shall be steam cleaned/pressure washed as needed.

(c) <u>Walkways and Patios</u> - All walkways and patios shall be kept clean of litter, debris and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the City immediately. All walkways and patios shall be steam cleaned/pressure washed weekly.

(d) <u>Play Areas</u> - All play areas shall be inspected daily (7 days per week) for litter, broken glass and other hazards and thoroughly cleaned, swept (rubber turf), or raked (sand) as necessary. All areas under swings, slides, and other active play equipment shall have sand raked into low areas daily (7 days per week). Walkways surrounding play areas and rubber turf areas shall be swept daily (7 days per week) to minimize slipping hazards. Sand shall be graded away from walkways to allow a three inch (3") grade change between top of walk and top of sand. Once every month the sand medium shall be deep rototilled and filtered through a screen to remove foreign objects.

Contractor shall provide additional materials to maintain safe levels of sand and woodchips as needed.

3. TREES, SHRUBS AND GROUND COVER AREAS

(a) <u>Shrub Maintenance</u> - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized four (4) times annually to promote maximum foliage and flowers.

(b) <u>Ground Cover</u> - All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized four (4) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) <u>Cultivation</u> - Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least once every other week to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) <u>Tree Pruning</u> – All street and parkway trees are pruned under a separate contact. Emergency work and/or safety clearance pruning maybe authorized by the Director of Public Works or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the City's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the City's representative.

4. WATERING/IRRIGATION

(a) <u>Irrigation Equipment</u> – All irrigation equipment (including but not limited to pipes, heads, valves and controllers) shall be inspected for proper operation and adjustment once each week.

(b) <u>Head Adjustment</u> – All sprinkler head adjustment shall be adjusted to eliminate spray onto hard surfaces immediately.

(c) Broken Heads – All broken sprinkler heads and risers shall be repaired immediately.

(d) <u>Flow Restrictions</u> – The sprinklers heads located on the low end of a line shall have flow restrictors placed under them to eliminate line drain-down.

(e) <u>Control Valves</u> – Control valves shall be adjusted as needed to allow proper closing and to eliminate leakage.

(f) <u>Controller Progress</u> – All irrigation controller programs shall be adjusted as frequently as necessary to maintain proper precipitation rates. When raining, controller programs shall be placed in the "rain mode" or turned off.

5. PARK AND OTHER EQUIPMENT

(a) <u>Play Equipment</u> - All play equipment shall be inspected daily (M-F) for unsafe/hazardous conditions. All chains, bolts, "S" hooks, steps, rails and other elements of the equipment shall be maintained by Contractor to the manufacturer's specifications. Wooden structures shall be kept free of splinters and cracked pieces. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All play equipment shall be inspected daily (M-F) by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to City by Contractor.

(b) <u>Picnic Tables and Benches</u> - All picnic tables and benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of picnic tables and benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and clean.

Painted picnic tables and benches shall be inspected daily by Contractor with any corrective measures noted. Said written weekly inspection shall be provided to City by Contractor.

(c) <u>Trash Containers</u> - All trash containers shall be emptied daily (7 days a week) and more frequently as necessary. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied. Containers used in picnic areas shall be washed (exterior and interior) weekly. All trash containers shall be pressure washed/steamed cleaned once per month.

(d) <u>Lighting</u> - All park lighting shall be inspected each week. Burned out bulbs shall be replaced immediately by Contractor. Pole and light fixture repair and wiring shall be the responsibility of the City.

(e) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be repaired immediately by Contractor.

6. BALL FIELDS

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(a) <u>Skinned Infield</u> – The skinned infields shall be machine and hand dressed and watered once daily, (7 days per week), during the active play season. Off-season machine dressing and watering shall occur once each week. Once every three (3) months the infield shall be scarified to a three (3) inch depth, leveled, watered and compacted. Home plate and pitchers rubber shall be replaced annually. Bases shall be replaced twice per year.

(b) <u>Inspections</u> – Daily (7 days per week) inspections shall occur. All holes or depressions at home plate, pitchers plate, bases or elsewhere on the infield shall be filled in. Turf areas shall be repaired seeded and top-dressed immediately.

(c) <u>Fencing</u> – All chain link fencing shall be inspected on a weekly basis to insure all fabric is properly tied to supports and that no wires have unraveled causing wire protrusions.

(d) <u>Bleachers and Player Benches</u> – All bleachers and player benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of bleachers and player benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and cleaned. Painted bleachers and player benches shall be painted once annually. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All bleachers and player benches shall be inspected daily by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to City by Contractor.

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7. MEDIANS

(a) <u>General Maintenance</u> – All maintenance activities and functions specified above for turf, trees, shrubs, ground cover and irrigation shall apply to median maintenance.

(b) <u>Litter Pick-Up</u> – High visibility areas (Hawthorne Blvd, Manhattan Beach Blvd) shall be inspected for litter pick-up twice daily. Typically, litter pick-up activities shall be scheduled to occur at the beginning and end of each workday (7 days per week).

8. PARKS BUILDING MANAGEMENT

(a) <u>Building</u> – All buildings in the parks shall be checked daily (7 days per week). Floors shall be mopped at least two (2) times per week and waxed once every month. Garbage cans shall be emptied at least daily and more often as may be needed. Report graffiti daily as observed.

(b) <u>Bathroom</u> – All bathrooms in the parks shall be inspected daily (7 days per week), toilets, urinals and wash basins shall be scoured once per day, and paper goods shall be restacked as needed. Garbage cans shall be emptied and all areas shall be cleaned daily (7 days per week). Remove graffiti daily as observed.

9. WEED ABATEMENT AND TRASH RECEPTICLES (LARCH AVE DOG PARK)

(a) <u>Weed Abatement</u> - Contractor shall inspect 5 days per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

(b) <u>Trash Receptacles</u> – All garbage cans shall be emptied and cleaned daily, 5 days per week (M-F).

TECHNICAL PROVISIONS – LANDSCAPE MAINTENANCE

1. GENERAL REQUIREMENTS

A. Pre-Job Conference

Prior to the issuance of the written Notice to Proceed, the Director of Public Works will schedule a conference to establish lines of communication, inspection, and reporting procedures, and performance of sample pruning. The Contractor will be paid its unit price agreed upon and set forth in the Agreement for trimming sample trees. Sample trees will be of the species typically found throughout the City.

The Contractor r shall adhere to the equipment and personnel requirements set forth in this Agreement. Furthermore, at the pre-job conference, the Contractor shall provide the Director of Public Works with equipment and personnel listings as follows:

(1) Equipment Listing

The Contractor shall provide the City with an inventory list of company equipment that is related to this service contract and that is to be used or updated throughout the duration of this service contract.

(2) Personnel Listing

A minimum of two basic climbing crews shall be listed and provided for the service contract. Each crew must consist of at least two high climbers and one grounds man.

All changes to the licensed personnel assigned to this project shall be reported to the Director of Public Works in writing 48 hours in advance of the change.

The Contractor is required to have prior approval in writing by the Director of Public Works before any tree maintenance operations are performed on City property by any company or persons not listed. Should any tree maintenance operation be performed without prior approval, a \$500 fine per incident may be charged and is cause for termination of this Agreement.

B. Conduct of Operations

(1) Safety Orders

At all times, work must conform to Article 12, Tree Work, Maintenance, or Removal, of the General Industry Safety Orders, Title 8, California Administrative Code. Head protection shall be worn by all employees engaged in tree operations and shall conform to Article 10, Section 3381 of the General Industry Safety Orders, Title 8, California Administrative Code.

Work shall also conform to American National Standards Institute (ANSI) Z.133.1, Standards for Tree Care Operations, ANSI A300 pruning standards, OSHA regulations, and International Society of Arboriculture (ISA) Standards. In case of conflict among the above regulations, the more stringent regulation shall apply.

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(2) Dress Code

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The Contractor shall be responsible for having all employees wear a proper uniform. The proper uniform includes the following:

(a) Safety boots. No sandals or tennis shoes shall be worn on the job.

(b) Shirts. All workers shall wear shirts with long or short sleeves.

(3) Climbing Spurs

Climbing spurs shall not be allowed.

(4) Equipment Identification

All major equipment used for this Agreement shall have the contractors name and telephone number prominently displayed.

(5) Cooperation with Others

The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

(6) Communication

A qualified English-speaking supervisor shall be continually present and available to City personnel and the public during hours of operation at each working site.

(7) Photograph Documentation

The Contractor is required to provide before and after pictures of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions. Photographic documentation shall conform to the following:

All Photographs must be clear and reproducible.

Contractor shall maintain photograph albums which shall be part of the project record with a duplicate album delivered to the Director.

(8) Compost Tree Trimming Waste

The Contractor shall compost or recycle all of the tree trimming waste accumulated by pruning of trees and stump removal.

The Contractor will be required to document in a monthly report the number of tons of tree trimming waste which is being composed or recycled rather than hauled to the landfill.

(9) Disposal of Debris

All disposal of debris is the responsibility of the Contractor and shall be performed in a legal manner.

NO DEBRIS SHALL REMAIN OVERNIGHT.

The Contractor must conform to all state and federal laws and regulations concerning firewood transportation. Firewood size wood may be left on-site at the request of the adjacent resident, in accordance with the following:

(a) The resident must complete and sign a request form, including a requirement that the wood shall be removed within 72 hours from the date and time of signing.

(b) Firewood size shall be minimum 6-inch diameter and maximum 18-inch length.

(c) Firewood shall be neatly stacked within the public right-of-way, clearly visible.

C. Public Safety

(1) Notifications

The Contractor shall post notices on all streets affected by his operations at least 48 hours in advance of any operations on such streets.

(2) Sidewalk Closures

The Contractor shall close sidewalks on one side of the street at a time. Sidewalks shall be barricaded and posted with warning signs.

(3) Street Closures

The Contractor shall close only one side of the street at a time. Street shall be barricaded and posted with warning signs. A flag person, provided by the Contractor, shall be present during work, should the City deem applicable.

(4) Removal of Debris from SidewalksAll debris shall be removed from sidewalks as soon as practicable.

2. MAINTENANCE CLASSIFICATIONS

One or more of the following categories of tree maintenance is assigned to each tree:

<u>Remove (RV)</u> - Removing trees, including stumps that are dead, diseased, or decaying, and that present a hazardous condition, or are in a location that could present an unsafe condition.

<u>Clearance (CL)</u> - The act of pruning trees away from obstructions, such as maintaining clearance above streets and sidewalks, or clearance from utilities.

<u>Training (TR)</u> - The act of pruning young trees in order to facilitate sound structure and growth habit.

<u>Thinning (TH)</u> - The act of reducing the density of the tree's crown by selective pruning. Sometimes called "lacing out".

<u>Crown Reduction (CR)</u> - The act of reducing the size of a tree's crown by cutting major limbs back to substantial lateral branches ("drop crotching").

<u>Crown Raising (SR)</u> - Raising the crown by removing lower branches; in the case of palms it is removing the "skirt" of dead and drooping fronds.

<u>Side Pruning (SP)</u> - Shaping one side of a tree to clear the crown from buildings or other obstructions.

3. TREE MAINTENANCE PROGRAM

The City is responsible for maintenance of city trees in medians, parkways, and other public spaces. This program is intended to guide the necessary work over any given 3-year period.

The basic approach to tree pruning is to do as little as possible; that is, to confine pruning operations to only that necessary for public safety and tree health. Emergencies will always occur but are unpredictable.

All pruning should have a purpose. Without a legitimate need, no pruning should occur. Prepruning inspections should identify the needs for removal, clearance, structural connection, crown reduction, crown thinning, etc.

The practice of thinning the crowns of trees is to be discouraged. Only dead, diseased, broken limbs, or water sprouts should be removed. Excessive thinning leads to poor structure, sunscald, suckering, and early limb failure.

Crown reduction and thinning should always be performed by drop crotching. Tip pruning, particularly with chain saws, is not allowed.

4. PRUNING STANDARDS

A. Definitions

<u>Branch Collar</u> - Wood tissue ridges that form around the base of a branch between the trunk and the branch.

<u>Callus</u> - New growth made by the cambium layer around a wound.

<u>Cambium Layer</u> - The growth point between the bark and sapwood.

<u>Closure</u> - Refers to the roll of the callus growth around the wound area.

<u>Crown Raising</u> - The removal of lower branches for under clearance. On palms, the removal of dead and drooping fronds.

<u>Cut</u> - The exposed wood area that remains after the branch has been removed.

<u>Cut Back/Drop Crotch</u> - Specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides, as well as the top of the tree.

<u>Dormant</u> - A condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

<u>Girdling Roots</u> - Located above or below ground level, roots whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of nutrients.

<u>Pollarding</u> - The practice of cutting branches to stubs in order to create a geometric shape or to reduce the overall size of the tree.

<u>Precut or Precutting</u> - The removal of the branch at least 12 inches beyond the finished cut, to prevent splitting into the trunk or branch.

<u>Pruning</u> - The removal of dead, dying, diseased, live, interfering, objectionable, and weak tree branches in a scientific manner.

Sap Flow - The definite course assumed by sap in its movement through the tree.

Scars or Injuries - Natural or manmade lesions on the bark in which wood is exposed.

<u>Shoulder Cut</u> - The final cut, immediately beyond the branch bark ridges and preserving the branch color.

 $\underline{Suckers}$ - The abnormal growth of small branches that usually do not follow the general pattern of the tree.

<u>Thinning Out</u> - The removal of live branches to reduce wind resistance and to create more space.

<u>Topiary</u> - The practice of pruning small trees to defined shapes, usually geometric, and maintaining the shape by frequent shearing.

<u>Topping</u> - Pruning a tree to reduce its overall size by pollarding. This practice results in abnormal tree structure, prolific suckering and weak structure. Topping is not allowed.

<u>Certified Arborist</u> - A person who can verify certification as an arborist by the International Society of Arboriculture (ISA), or an approved equal.

B. General Specifications for Tree Pruning

(1) General

The Standards of Pruning for Certified Arborists prepared by the certification committee of the Western Chapter of the ISA are the basic standards applied to the work of this contract.

Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of 18 inches to 48 inches and radial orientation, so as not to overlay one another, to eliminate diseased or damaged growth within space limitations, to maintain a natural appearance, and to balance crown with roots. In no case shall trees be topped or tip pruned unless approved in writing by the City's authorized representative.

All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

Contractor shall clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Contractor shall also remove all vines entwined in trees and tree trunks. Vine tendrils shall be removed without injury to the tree.

Contractor shall clear all branches and foliage within ten (10) feet of primary electrical lines. All persons performing such work must be trained to do so according to the current Electrical Safety Orders of the State of California and must be ISA Certified for Utility Pruning.

Contractor shall clear all branches that interfere with secondary electric, telephone, cable, and other utility lines within one (1) foot of such lines wherever feasible.

(2) Removal of Laterals

<u>Shoulder Cuts</u> - The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Contractor shall not make stub cuts.

<u>Triple Cuts</u> - For any branch too large to be held while being cut, remove by means of the following cuts:

- a) Pre-cut the branch by under cutting 4-10 inches beyond the base to prevent splitting or peeling.
- b) Cut off the branch beyond the undercut where necessary. To prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
- c) Remove the remaining stub via a shoulder cut.

C. Removal of Terminals (Tip Thinning & Drop Crotching)

(1) <u>Thinning</u>

"Lace out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be at least 1/3 the diameter of the terminal being removed.) Remove numerous small terminals and laterals rather than taking out a few large ones. Retain inner lateral branches and leave some distribution of foliage along branch. Avoid "lion's-tailing."

(2) <u>Size reduction</u>

To take out portions of the crown for reducing height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. No more than 25 percent of live wood shall be removed from the crown of any tree. The basal diameter of a lateral should be at least 3/4 the basal diameter of the terminal being removed. (Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut). No live, healthy limb in excess of six (6) inches diameter shall be cut without City approval.

(3) <u>General Hazards</u>

Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

Streets and Parks	Railroad Right-of-Way
Above traffic ways - 14 feet	Above tracks – 30 feet
Above walkways - 9 feet	From nearest rail – 15 feet
From signs, buildings, etc - 5 feet.	

(a) Obstructing branches: Clear walks, traffic ways, buildings, signs, and other manmade structures. Clear other trees, plants, as needed. Clearance as shown below:

(b) Dead, broken, diseased, or weak branches, of 2-inch diameter or larger. (Also, stubs left by previous pruners).

(c) Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.

(d) Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.

(e) Parallel branches. Branches less than a foot apart, which run parallel for several feet, may eventually damage each other. The less desirable one should be removed.

(f) Wind-breakage risks. Crowns that are too high and/or too dense should be thinned and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.

(g) Branches which disrupt tree form. Excessively vigorous branches, or those which run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry, as such, can be both attractive and safe.)

(h) All root suckers shall be removed immediately by "pinching." String trimmers shall not be used.

(i) Should the Contractor discover an infestation or disease on any tree, he shall immediately stop work on that tree and notify the City. The City will provide direction concerning further work on any such tree.

On trees known to be diseased, tools are to be disinfected with Physan solution or Clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools. The solution shall also be sprayed on the cut once it has been made.

(4) Unacceptable Work

- (1) Cutting back of all growing tips, usually referred to as topping, pollarding, or hat racking.
- (2) Topiary trimming and topping.
- (3) Flush cutting (removing the branch collars and branch bark ridge).
- (4) Stub cutting, where branch removal results in a remaining protrusion of more than 3 inch beyond the zone of branch collar and branch bark ridge.
- (5) Removal of a healthy main leader for reasons other than power line clearance.
- (6) Use of chainsaws on any limb less than 4-inches in diameter.
- (7) Use of dull tools.

E. Pruning

(1) Young Tree Pruning

Lower branches shall remain in a "tipped back" or pinched condition, leaving as much foliage as possible to promote caliper trunk growth. Stripping of the lower branches will not be allowed. Lower branches shall be cut flush with the trunk only when the tree is able to stand without support. A central leader shall be encouraged.

(2) Evergreen Tree Pruning

Evergreen trees (trees that are not deciduous) can be pruned or thinned at any time when necessary. Pruning shall be performed for appearance and safety. All dead or broken branches shall be removed. For safety reasons, remove any part that may become a hazard by falling.

(a) Deodar Cedars and Pines

Deodar Cedars and Pines shall not be pruned except as corrective or preventative maintenance. No pruning shall be done from May through November. Removal of lower branches for turf maintenance is allowable.

(b) Eucalyptus Tree Pruning

Newly planted Eucalyptus trees shall be thinned (not topped) 50 percent once a year to increase trunk caliper.

(c) Deciduous Tree Pruning

The pruning of deciduous trees shall be done during the dormant season. Blooming deciduous trees will be pruned after blooming.

(d) Palm Pruning

All dead fronds and parts thereof, including stubs shall be removed along the entire length of the trunk of each palm together with any ivy or vines leaving a clean, unsheathed appearance from the base to (see table) inches from the remaining green fronds at the top of the tree. All removed fronds and fruit clusters shall be cut flush with the trunk without cutting into the trunk itself. Remove fronds to approximate horizontal.

Palms with 8 feet or less of brown trunk shall be trimmed, but not slicked. Trachycarpus (windmill) palms shall be trimmed, but not slicked.

Palm Species	Sheathed Crown
Arcontophoenix	None
Arecastrum (Cocos)	None
Phoenix	48" to 60" (symmetrical appearance)
Trachycarpus	None
Washingtonia	36"

- i. Only full green fronds shall remain at the crown and precaution shall be taken so that no live fronds are partially cut and left in the tree.
- ii. Fronds shall be removed up to, but not greater than, the petiole angle of 15 degrees above horizontal.

F. Railroad Right-Of-Way Trees

Pruning shall be limited to clearance and corrective maintenance. Most trees will not require pruning.

G. Sidewalk Damage

The Contractor will not be liable for existing broken and/or raised sidewalks. The Contractor will be responsible for replacement of sidewalks negligently damaged by its operations.

5. TREE STAKES

A. Tree Stake Maintenance and Removal

Tree stakes on established trees shall be removed. Tree stakes and ties on young trees shall be checked and adjusted. No additional payment will be made for this work.

6. TREE REMOVAL

A. Marking

The Director will mark trees to be removed in advance of scheduled work. Should the Contractor discover any tree that, in his opinion, is dead, diseased, or hazardous and should be removed in the interest of public safety, he shall notify the Director. The Director will make the final decision regarding removal.

B. Removal

Trees to be removed shall be removed in their entirety, including stump to 12inches below ground surface. The remaining ground surface shall be left smooth and level and shall not present a trip/fall hazard.

APPENDIX 1

FACILITIES DESCRIPTIONS

These facilities descriptions provide an overview and a better understanding of the various City facilities that shall be maintained by Contractor. Descriptions and quantities do not necessarily reflect actual field condition or size. The City makes no assurance that these descriptions are accurate.

PARK AREAS

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1) JANE ADDAMS PARK (School Site) 15114 Firmona Avenue - Park consists of six (6) sections for a total of approximately 4.14 acres of developed landscaped areas. The park contains: two (2) baseball fields, one T-Ball field, one snack stand with restrooms, recreational building with restrooms, children's play area, tiny tot play area, wading pool, basketball court, horseshoe pits, picnic areas, walks and parking lot.

2) ROGERS/ANDERSON PARK (School Site) - 4161 West Manhattan Beach Boulevard -Consists of approximately 7.7 acres of developed landscape areas. The park contains: two (2) baseball fields, children's play area, picnic areas, walkways and parking lot.

3) WILLIAM GREEN PARK (School Site) 4558 West 168th Street - Consists of approximately 4.42 acres of developed landscape area. The park contains: children's play area, picnic areas, recreational building with restrooms and parking lot.

4) FRANK HOGAN PARK - 4045 West 167th Street – Current Park consists of approximately 0.047 acres of developed landscape area including children's play area and walkways. The future layout includes staff office and restrooms.

5) CHARLES B. HOPPER PARK - 4418 W. 162nd Street – Park consists of approximately 0.75 acres with winding sidewalks, playground equipment for children, climbing boulder, covered café tables and picnic benches, checkers/chess tables and public restrooms.

6) LARRY R. RUDOLPH PARK - 14725 Larch Avenue (at the S.W. corner of Larch & 147th St.) The park is 1.5 acres featuring a community gathering space with shade areas, picnic tables, an amphitheater and restrooms. The large playground is cut by an artificial stream decorated with hand-made mosaics which flows into a sand pit featuring a climbing structure and umbrella shade structures. Additional features include a grassy lawn and native drought tolerant landscaping.

7) McKENZIE COMMUNITY GARDENS - 4324 160th Street - Park consists of approximately 0.057 acres of garden plots and walkway areas maintained by private citizens. Perimeter parkways to be maintained by Contractor.

NON-PARK FACILITIES

1) CITY HALL - 14717 Burin Avenue - The area consists of lawn areas, shrubs and trees, walkways, benches and two (2) parking lots: 147th Street Parking Lot and South City Hall Parking Lot. This parcel consists of approximately 0.44 acres.

2) COMMUNITY CENTER - 14700 Burin Avenue - Landscaping area consists of lawn areas, walkway, planter areas, parkway, shrubs, and trees including second level terrace planters.

3) MUNICIPAL SERVICES DEPARTMENT FACILITY - The area consists of lawn areas, shrubs, walkways, parkways, trees, planters, patio and two (2) parking lots: De Oro Parking Lot and Grevillea Parking Lot. Landscaping area consists of approximately 0.60 acres.

4) PUBLIC WORKS DEPARTMENT FACILITY - 4722 Manhattan Beach Boulevard – Two narrow parkway frontage of 8 x 206 and 4 $\frac{1}{2}$ x 96' (turf trees and shrubs). Building planters totaling 500 square feet in area.

5) SHERIFF'S STATION, LAWNDALE SERVICE CENTER - 15331 Prairie Avenue - approximately 500 square feet of developed area. The Sheriff's Service Center consists of shrubs, trees, planters, walkway, parking lot, and lawn areas.

6) RAILROAD RIGHT-OF-WAY - East and west side of right-of-way from 159th Street to 170th Street, and east side of right-of-way from 170th Street to Artesia Boulevard. A greenbelt park and trees.

7 & 8) BOULEVARD MEDIANS & PARKWAYS – Hawthorne, Inglewood & Manhattan Beach Boulevards - These areas include Hawthorne Boulevard from Rosecrans Avenue to Redondo Beach Boulevard, and Inglewood Avenue from Marine Avenue to Rosecrans Avenue and Manhattan Beach Boulevard between Inglewood Avenue and Prairie Avenue. Includes several landscaped medians with trees, shrubs, walk, and concrete medians.

APPENDIX II

CITY FACILITY LOCATIONS & MAIN BOULEVARDS/ARTERIALS

CITY HALL/FACILITIES

- City Hall 14717 Burin Avenue
- Community Center 14700 Burin Avenue
- Municipal Services Department Facility 14616 Grevillea Avenue
- Public Works Department Facility 4722 Manhattan Beach Boulevard
- Sheriff's Station, Lawndale Service Center 15331 Prairie Avenue

SCHOOLS/PARKS

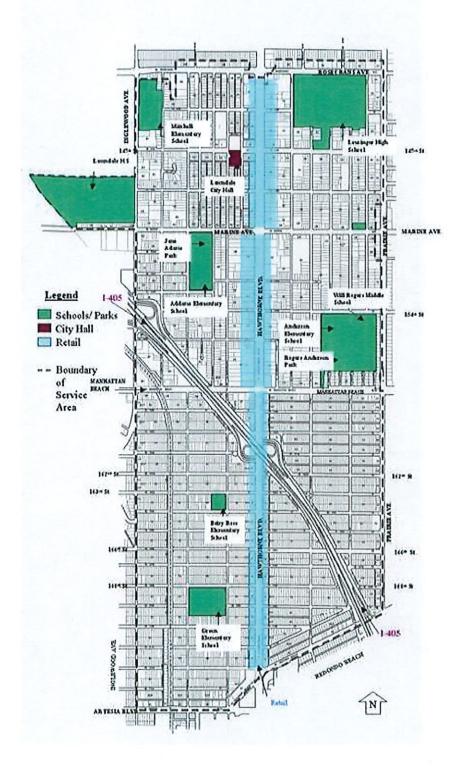
- Jane Addams Park 15114 Firmona Avenue
- Rogers /Anderson Park 4161 W. Manhattan Beach Boulevard
- William Green Park 4558 W. 168th Street
- Frank Hogan Park 4045 W. 167th Street
- Charles B. Hopper Park 4418 W. 162nd Street
- Larry R. Rudolph Park 14725 Larch Avenue

MAJOR BOULEVARDS & ARTERIALS

- Hawthorne Boulevard
- Marine Avenue
- Manhattan Beach Boulevard
- Rosecrans Avenue (City Northerly Limit)
- Artesia Boulevard (City Southerly Limit)
- Redondo Beach Boulevard (City Southerly Limit)
- Inglewood Avenue (City Westerly Limit)
- Prairie Avenue (City Easterly Limit)

APPENDIX III

CITY OF LAWNDALE AREA MAP



MARIPOSA LANDSCAPES, INC.

APPENDIX IV

LANDSCAPE MAINTENANCE SERVICES

City of Lawndale

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Parks Inspection Checklist 2022

Month ____

Location:	Days of Sorvice	Areas of Inspection	м	T	w	тн	F	Sat	Sun
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ŝ	M-S	2. Balhrooms	1						
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e Add Park	M·F	4. Play areas, sand areas	1		1				
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	M-S	1. Recreation Turf							
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Page 1 of 2

City of Lawndate

Parks Inspection Checklist 2022

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Page 2 of 2

APPENDIX V

RAILROAD ROW TREE INVENTORY

West Side

٠	Pinus canariensis	Canary Island Pine	2
•	Pinus halepensis	Aleppo Pine	195
•	Cypress		2
٠	Myoporia		5
٠	Palms		2
East S	Side		
•	Phoenix canariensis	Canary Island Palm	1
٠	Pinus halepensis	Aleppo Pine	137
٠	Ficus		60
٠	Myoporia		<u>95</u>
		TOTAL	499

ATTACHMENT 2

LA #4816-0428-6948 v1 08235-0001

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE AND TREE TRIMMING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 16th day of June, 2025, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Mariposa Landscapes, Inc., a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Landscape Maintenance and Tree Trimming Services" (the "Agreement") on or about June 6, 2022, and

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

Section 1. Section 2.0 of the Agreement entitled "Compensation", is amended to increase the contract sum by twenty-nine thousand six hundred five dollars and fourteen cents (\$29,605.14) for a total maximum contract sum in the amount of three million seven hundred thirty-two thousand nine hundred eighty-nine dollars and sixty-seven cents (3,732,989.67).

Section 2. Section 3.0 of the Agreement entitled "Term", is amended to extend the term of the Contract services dated to no later than June 30, 2026.

MISCELLANEOUS PROVISIONS

1. <u>Other Terms Unchanged</u>. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

2. <u>Authority to Execute</u>. 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. <u>Counterparts, Facsimile or other Electronic Signatures</u>. 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.

<u>Severability</u>. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this

First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT: Mariposa Landscapes, Inc. A California Corporation

By:

Terry Noriega President

By:

Antonio Valenzuela Secretary

Address: 6232 Santos Diaz Street Irwindale, CA 91702



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Raylette Felton, Deputy City Manager/Director of Human Resources Diane Parsley, Executive Assistant
SUBJECT:	Consideration of Opening of Time Capsule

BACKGROUND

On December 18, 2000, City Hall was re-dedicated after extensive renovations to accommodate disabled access requirements earlier that year. At the same time, the City's time capsule was reburied behind a new dedication plaque located on the south wall in the City Hall Foyer.

An official "City Hall Re-Dedication and Grand Opening" took place prior to the start of the December 18, 2000 City Council meeting. The public was invited to attend the celebration, including the re-burial of the time capsule with new items added. The event included a welcome by the Mayor, introductions, inspiration, ribbon cutting, burial of new time capsule items, cake and refreshments, and an opportunity for the public to take a self-guided tour of City Hall.

STAFF REVIEW

Staff located written material that may indicate a time capsule burial in January 1970 after expansion and remodeling efforts in 1969, the City's 11th year of Incorporation. In addition, staff has located correspondence and publications from November, September and December 2000 regarding the planning of the 2000 event.

With City Hall currently undergoing a significant remodel this year, it is interesting to note that the 2000 reburial of the time capsule included a grand opening and re-dedication of City Hall after a significant renovation twenty-five (25) years ago in December.

The re-dedication plaque states that the time capsule will be reopened in December 2025. In consideration of opening the time capsule, staff is asking for the City Council to provide direction on how they would like to proceed and what type of event or ribbon cutting they envision. This could include documenting the items taken out of the time capsule and the potential of including new items for a future opening. Depending on timing, it could also include a City Hall re-dedication.

LEGAL REVIEW

The City Attorney has reviewed and approved as written.

FISCAL IMPACT

The time capsule is located behind a City Hall Re-Dedication Plaque in the Foyer, memorialized in December 2000. One major expense of the re-opening of the time capsule may include consideration of replacing the older plaque, or adding some type of update to the area near the older plaque, and/or time capsule to indicate a future reopening at a predetermined time as directed by the City Council.

After opening the time capsule wall in 2025, the foyer wall will need to be re-secured or reconstructed. Timing may be important to consider with the current city hall renovation taking place this year.

Funds have not been included in the upcoming FY 25/26 Budget. A funding source will need to be identified and a budget for the event appropriated, in addition to identifying a department or staff to plan the event. At this time, staff is requesting a preliminary budget of \$6,000 until a firm budget can be established based on the City Council's direction.

RECOMMENDATION

Staff recommends that the City Council discuss and provide direction to staff.

Attachments

Attachment A - City Hall Fact Sheet - December 29, 1969.pdf Attachment B - Contents of Jan 17, 1970 Casket.pdf Attachment C - 1970 Casket Item Sample_1969 telegram from Governor Ronald Reagan.pdf Attachment D - Time Capsule Memos to City Council_Sept and Dec 2000.pdf Attachment E - Lawndalian Publication Page from Nov 2000.pdf

ATTACHMENT A

LAWNDALR CUTY HALL RACT SHREE

The City of Lawndale was incorporated as a General Law City son December 20131985 and commenced obstations from a leased City Hall located at 16706 South Hawning a Upidevicid's Stordifferent times expansion and remodeling was found necessary in order storaccommodele the needs of the citizency and staffsas the City grav.

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Quiside locations for the official Council Chambers became necessary. The sequences of meeting places where the citizenry take part in their local government were as follows: The Will Rogers School Auditorium, the Board Room of the Lawndale Elementary School District, and lastly, the Civic Center Building was refurbished to serve as the Chambers.

Co: the same month, ten years later, the City officials met at 14717. Burin Avenue, imarking the location of the Lawndale City Hall built for service to the people of the community. This 11,000 square foot building was plauned, designed, and built on approximately one acre of land with thought toward the future and the betterment of local governmental operations in mind.

Tess than two years after incorporation, the Members of the City Council displayed economic foresight relative to future needs, land prices, and location availability by directing investigation of possible City Hall sites. Roports on five passible locations were reviewed and investigated. February of 1962 two parcels of land, located at the southwest corner of Burin and 147th Streets adjacent to the Civic Center Complex, were acquired for future construction of a City Hall.

In the dissing years, numerous studies, plans, and discussions were held velative to actual construction but consummation of plans, were held in abovance until February sold 1966, at which time an additional parcel of land immediately adjacent to the provious by purchased property was acquired. Following the acquisition of this parcel, the Gity was in possession of over two thirds of an are of land adjacent to the Civic Center property which was deeded to the City by the County of Los Angeles. Then, in 1967, Mr. Raymond Girvigian, A.J.A., was retained as the City Architect and proceeded with plans for the City Hall.

Finanolal studies were conducted to determine the most practical and economically method of fluancing a municipal building. Thereafter, 147th Street, fronting the proparty purchased for the site, was vacated and relocated north of the County Health and Library facilities which gave the City additional land and brought all of the Civic Cents for facilities within one complex.

Whe, Los Angeles County Board of Supervisors was conjucted and meetings were schoduled to discuss the possibility of initiating a Joint Powers Agreement between the City and the County, whereby bonds would be sold to finance the construction of the building at no cost to the Lawndale property owners. The City of Lawndale never thas levied a City property tax. The City Council voted unanimously to enter into a Joint Powers Agreement, and, pursuant to the provisions of the Agreement, appointed a five member Authority Board, Reverends Lerits Ellett, Jack Cohe, D. Barl Wright, Roy McCowent, and Philiam Newman. The Agreement between the County of Las. Augeles and the Clip of Dawndale dated A pril 1, 1968 was approved. The Board of Supervisors, of the County of Los Angeles ratified the appointments to the Governing's Board.

On August 5: 1968, the bid was awarded to Coastate Builders of Long Beach in the amount of \$326,900. To linance the project \$300,000 of bonds were floated and the City transferred from its reserves to the building fund, an additional \$155,000.

The official groundbreaking ceremony was held on November 2, 1968 and the actual scination commenced on November 12, 1968. Notice of Completion was recorded December 29th, 1969, marking the first day of the City's Eleventh Year.

Mayor Arthur Griffin V

ATTACHMENT B



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CONTENTS OF CASKET

JANUARY 17, 1970

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CONTENTS	DONATED BY	REMARKS
 Los Angeles County Tax Bill. City 5th Anniversary Wooden Nickel Coin. Silver Dollar (1922) 	O. H. Herbranson	County tax bill '46-\$45.78 24 years later same parcel County tax bill'69-\$717.77 showing how the cost has risen. (What price inflation!)
l. Publicity Clipping of Recall Held in Lawndale. Recall Button.	Mrs. Celia Loughin	Publicity on the recall of four Councilmen in 1965. If Lawndale were a City 500 years old when the capsule is opened, it would never receive the publicity it did then. It was free publicity 1
 Letters from John Chief Meyers. Telegram from the Governor of Cali- fornia, Ronald Reagan. 	Parks & Recreation Commission	50 Years from this date you will never have known John "Chief" Meyers. He was a baseball Hall of Fame great. Telegram from our Governor as of 1969.
. Better Roads Maga- zine Feature: Chem Grass on Hawthorne Boulevard in Lawndale.		Lawndale was the first City in the U.S.A. to have the largest'single installation of Chemgrass, a synthetic lawn.
. Anniversary Publi- cation of Who's Who in Lawndale.	,	We hope your "Who's Who" will have as fine a group of leaders as we did.
. Lawndale Press News- paper. Lawndale Tribune Newspaper.		These are local papers, delivered once a week on Thursday,
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CONTENTS OF CASKET

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DONATED BY	REMARKS
	This was our first venture at utilizing small parcels of land. It was so great - they published it in the Western City Magazine.
Axel Niska	Going back to the late 1949 and early 1950's, we had Carnivals called "Pirate Days" These coins were given in exchange for money. Later the name was
	changed to "Youth Day!"
	As you can see many changes were made over the years. I can vision many more in
	the years to come. The sample of Chemgrass
	was used in the center median of Hawthorne Blvd.
	from 147th Street to Re- dondo Beach Blvd.
	donuo Beach Biva.
Security Pacific National Bank	
Tony Sinardi	Used as momentos of our 5th Birthday as a City.
	Axel Niska Security Pacific National Bank

CONTENTS OF CASKET

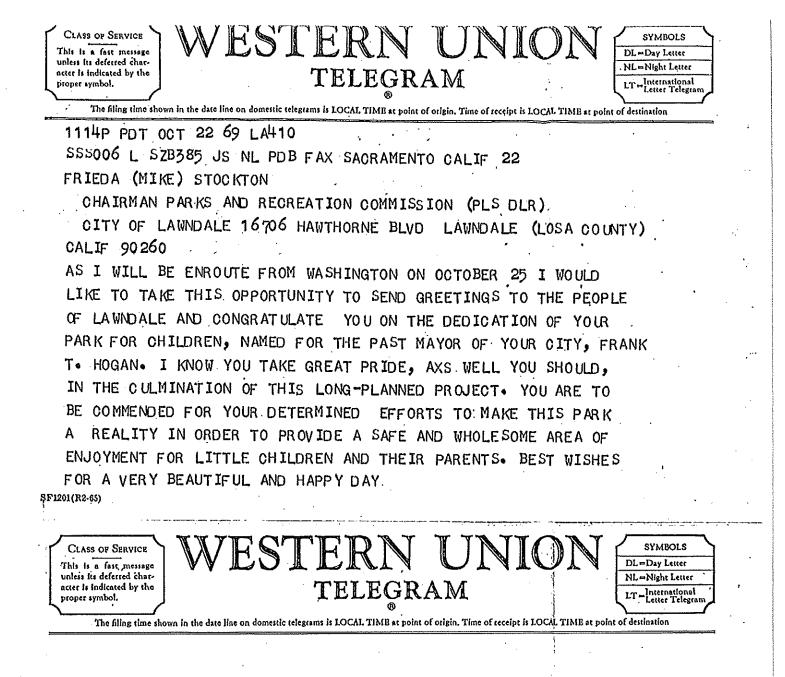
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JANUARY 17, 1970

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	CONTENTS	DONATED BY	REMARKS
1. 2. 3. 4. 5. 6.	Lodge Installation for 1970. List of Officers for Lawndale Masonic Lodge for 1970.	Lawndale Lodge No. 753	The Lawndale Masonic Lodge Dedicated the new City Hall, January 17, 1970.
۱. 2.	City of Lawndale Record of Recognition. December 1959 to December 1969. Employees Handbook. Rough Copy of Dedica- tion of City Hall and Tenth Anniversary of Cityhood.	City Hall	A great many hours went to the making of this Record, it designates many labors done unselfishly by the good Citizens of Lawndale.
•	London Stars & Stripes May 8, 1945 London Daily Herald May 8, 1945 Virginia, USA paper June 6, 1944	Tony Sinardi	Newspapers that may prove to fascinate you in your decade.
•	Lawndale Zoning Map	Planning Commission	We are sure many changes have been made all
•	First Issue of the Lawndale News Lawndale Tribune	Mayor Arthur Griffin	for progress. Papers you can compare with today.
•	Lawndale Tribune April 29, 1954 , 199 Fine Silven Mersun 4124 Lor So Nombereo 101-150	CHRIRMAN RAY HUNTER CIVIC ACENIRS COMMITTEE LAWHONLE CHRMISLE OF COMMITS	COM COST # 5.25 SO YUMILS HUNCE ESTIMATED VALUE # 254, 55

ATTACHMENT C



SINCERELY RONALD REAGAN, GOVERNOR •

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ATTACHMENT D



CITY OF LAWNDALE WEEKLY MEMO 9/29/00 MANAGER'S REPORT MEMORANDUM

ATTACHMENT IL.B.

DATE:	September 29, 2000
то:	Honorable Mayor and City Council
VIA:	Vangie Schock, City Manager
FROM:	Linda Pittman, Director of Community Services
SUBJECT:	Time Capsule

The rededication of the Lawndale City Hall will take place at the conclusion of the City Hall/ADA renovation project. Council has directed that a new time capsule be placed in City Hall to commemorate the rededication, and to serve as a snapshot of the City's accomplishments and history. The new time capsule will be opened in the year 2025, twenty-five years from the date of the pending City Hall rededication ceremony.

At the July 17, 2000 City Council meeting the following items were recommended to be included in the time capsule. Janice Givens, City Historian is working with the Community Services Director to collect the items listed below:

- Recent newspaper article from the Times,
- Current budget,
- Joint Use Gym agreement,
- Listing of current property values,
- Lawndalian newsletter,
- Elementary and High School newsletter or brochure,
- City Council and staff salary list,
- · Home page of the City of Lawndale official website,
- Census 2000 data,
- Millennium banner,
- Photos of the City Hall renovation project,
- 40th Anniversary pin and 40th Anniversary special edition Tribune article,
- Renderings of the City Hall project,
- · Renderings of the Hawthorne Blvd. Revitalization project,
- A photograph of the City Council,
- Community Services Brochure and,
- Lawndale Beat Brochure.

Should you have any additional items to include in the time capsule please contact the City Manager or Community Services Director with your suggestions by October 16, 2000.

ATTACHMENT.	
WEEKLY MEMO	12/8/00

CITY OF LAWNDALE MANAGER'S REPORT MEMORANDUM

DATE:	December 8, 2000
то:	Honorable Mayor and City Council
VIA:	Vangie Schock, City Manager
FROM:	Linda Pittman, Director of Community Services
SUBJECT:	Time Capsule

The rededication of the Lawndale City Hall will take place at the conclusion of the City Hall/ADA renovation project. Council has directed that a new time capsule be placed in City Hall to commemorate the rededication, and to serve as a snapshot of the City's accomplishments and history. The new time capsule will be opened in the year 2025, twenty-five years from the date of the pending City Hall rededication ceremony.

At the July 17, 2000 City Council meeting the following items were recommended to be included in the time capsule. The following items have been collected:

- Recent newspaper article from the Times,
- Current budget,
- Joint Use Gym agreement,
- Listing of current property values,
- Lawndalian newsletter,
- High School newsletter or brochure,
- City Council and staff salary list,
- Census data,
- 40th Anniversary/Millennium banner,
- Photos of the City Hall renovation project,
- 40th Anniversary pin and 40th Anniversary special edition Tribune article,
- Renderings of the Hawthorne Blvd. Revitalization project,
- A photograph of the City Council,
- City marketing brochure,
- Neighborhood Watch pin,
- Sheriff's Service Building program and dedication items,
- Photo from 4/1/98 dedication of Station 21 as the Hahn Station,
- Business card from Mayor and Council,
- Year 2000 gold \$1.00 coin,
- · Community Services brochure and,
- Lawndale Beat Brochure.

Staff has contacted the Elementary School District and city departments, and is anticipating the receipt of the remaining items:

- Elementary School newsletter or brochure,
- Home page of the City of Lawndale official website and,
- Renderings of the City Hall project.

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Should you have any additional items to include in the time capsule please contact the City Manager or Community Services Director with your suggestions as soon as possible.

ATTACHMENT E

CITY HALL RENOVATION SOON TO BE COMPLETE!

Noticed any construction around City Hall lately? Due to disabled access requirements, the City of Lawndale began extensive renovations of City Hall earlier this year. Well, it's almost time for staff to begin moving back in! Construction is expected to be complete on November 17, 2000, with moving back in scheduled for November 21, 2000. On that day, City Hall will be closed all day for moving. For more information on construction, please contact the Public Works Department at (310) 970-2160.

In addition, look for the official rededication of the new City Hall before the first City Council meeting in December. On **December 4, 2000, at 5 p.m.**, City Hall will have its official **"Grand Opening"**, complete with burial of the city's Time Capsule. Come out and join in the celebration! To learn more about the Grand Opening of City Hall, please call (310) 970-2100.

note: Date was changed to 12/18/2000

The South Bay 25 club, In a tradition of 31 years In conjunction with Lawndale, will schedule Santa's Stelgi and his Helper's to travel the streets of the City & EI Camino Village for 11 nights.

Each night's travels begins at 6:15 p.m. Santa makes brief visits at the destinations listed. Ite asks residents to keep areas adjacent to the stops free of cars so the sleigh can make its landings.

ТНЕ

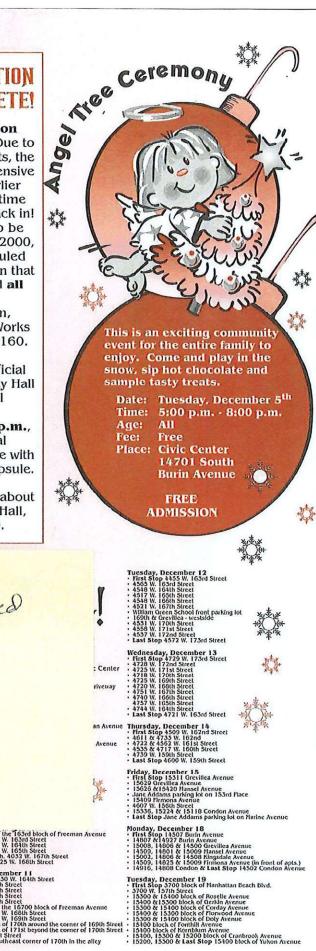
PEOPLE

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GREAT NEIGHBORHOODS

If you are a low or moderate income Lawndale resident, and are the owner/occupant of your home, you may be eligible to receive either a grant or low-interest loan for the improvement of your home. Right now the City of Lawndale is accepting applications for four different housing rehabilitation programs under our Great Neighborhoods Program. For information or an application, please contact Miguel Ramirez at (310) 970-2138.



COMMUNITY WATCH COMMITTEE

Are you interested in getting involved in keeping your community safe? On October 2, 2000, the City Council approved the creation of a Community Watch Committee, that will have seven members. The purpose of this committee is to expand on the theme of the Neighborhood Watch Program, by involving not only residents, but business owners as well. Both residents and business owners are encouraged to apply.

For more information, or an application, please contact the Municipal Services Department at (310) 970-2120.

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CITY OF LAWNDALE

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

SUBJECT:	Animal Shelter Update
PREPARED BY:	Michael Reyes, Municipal Services Director
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

For the past two decades the City of Lawndale has partnered with SPCA to provide animal sheltering and care services for the City of Lawndale and this contract has resulted in a positive and prosperous partnership for both parties. The SPCA has provided the City with afterhours care and kenneling for stray dogs and cats, and temporary kenneling for pets that are lost. SPCA also handles the intake and disposal of all deceased animals found in the City of Lawndale.

The SPCA animal shelter is in the neighboring City of Hawthorne and the shelter allows City staff 24 hour a day, seven day a week access into their shelter facility, even when they are closed. Their proximity to Lawndale and the simple and quick process in which animals are processed with SPCA adds to the benefits of using this shelter.

STAFF REVIEW

Although this partnership has been historically positive, gradual increases in fees over three successive contract years have forced the City to seek alternative options. Even though there are a number of animal kenneling and care providers, there are only three which serve the South Bay that are large enough to handle the amount of services required by the City of Lawndale. Those three animal care providers are:

- <u>SPCA</u> which handles animal care for Lawndale, Gardena, Lynwood, Hermosa Beach, and El Segundo
- Los Angeles County Animal Care and Control which handles animal control for Rolling Hills and Rolling Hills Estates, Torrance, Lomita, and Carson.
- <u>The Lovejoy Foundation</u> which handles animal control for Redondo Beach, Manhattan Beach and Hawthorne.

Each of these animal care providers provide similar services with competitive pricing, but neither LA County Animal Care or The Lovejoy Foundation have current availability.

In keeping with the request of the City Council to find other animal care providers, Staff did contact SEEACA, which provides animal care and control for cities such as Norwalk, Downey, and Bellflower. However, SEEACA leadership stated that they would only be willing to accept a contract if it was for full animal control servicing, including providing their own animal control officers and collecting all licensing fees. This would not be an acceptable option for Lawndale as the City already employs animal control officers and handles all licensing and animal registration.

Staff has contacts with San Gabriel Humane Society and Long Beach Animal control, but due to the geographical distance from Lawndale, both of these options are geographically undesirable and do not present a realistic alternative for Lawndale residents.

Staff will continue to seek alternative options for the residents and will provide regular updates on any progress.

Additionally, SPCA sent staff an email on June 4th advising that the current contract will expire on August 31, 2025 and further advised that their costs have continued to rise and for that reason, they are proposing a new monthly contract price of \$14,100 per month for the 2025/26 contract term.

LEGAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact as a result of this staff report. The FY 25/26 budget has been adjusted to include the updated pricing. Total annual cost for FY 25/26 will be \$167,800.

RECOMMENDATION

Staff recommends that the City Council receive and file this report.



CITY OF LAWNDALE

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

SUBJECT:	Adopt Resolution No. CC-2506-033 of FY 2025-26 Budget List of Projects Road Repair and Accountability Act of 2017 - Senate Bill 1 (SB 1)
PREPARED BY:	Lucho Rodriguez, Public Works Director Nick Petrevski, Associate Engineer
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

This item was presented at the May 19, 2025, at the time City Council did adopt resolution CC-2505-022. Due to a technicality in the resolution as informed by the California Transportation Commission, a revision is required to change the Fiscal Year from FY 24/25 to FY 25/26 that was listed on a portion of the resolution previously approved. The revision needs to be done by adopting a new corrected resolution.

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1) (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017 (Act). To address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system, SB 1 increased the per-gallon fuel excise tax, the diesel fuel sales tax, and the vehicle registration fee.

The objective of the program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities receiving Road Maintenance and Rehabilitation Account (RMRA) funds under the Act must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city must submit to the California Transportation Commission a list of projects proposed to be funded with these funds.
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.
- The California Transportation Commission will report to the State Controller the cities that have submitted a list of projects and that are, therefore, eligible to receive an apportionment of RMRA funds for the applicable fiscal year.
- The State Controller, upon receipt of the report from the California Transportation Commission, shall apportion RMRA funds to eligible cities.
- For each fiscal year in which RMRA funds are received and expended, a city must submit documentation to the California Transportation Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement.
- A city receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the FY

2025-26 for street, road, and highway purposes from the city's general fund. Monitoring and enforcement of the MOE requirement for RMRA funds will be carried out by the Controller.

• By July 1, 2025, cities receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs.

STAFF REVIEW

Staff has assembled a list of streets and/or projects for the FY 2025-26 submittal to the California Transportation Commission in accordance with the RMRA funding guidelines. The list of street segments identified for repair are streets having the lowest Pavement Condition Index (PCI) as identified in the City's 2022 Pavement Management Program (PMP) Report. A PCI was established for each street segment as a method to identify its operating condition. PCI is a numerical index used as a rating mechanism, ranging from 0 for failed pavement to 100 indicating pavement in perfect condition. The use of the PCI has been adopted nationwide as a standard rating system. The program provides cost-effective maintenance strategies to maintain an acceptable level of service while optimizing available fiscal resources. The program also provides an optimized priority maintenance and rehabilitation program using cost/benefit analysis based on current available funds and projected future funding allocations.

The street segments identified and recommended for repair are shown in the attached Exhibit "A", incorporated herein by this reference. In accordance with the RMRA requirements, it is recommended that the City Council adopt the project list via resolution.

The City of Lawndale's FY 2025-26 and probable future annual RMRA allocation is estimated to be \$833,753 according to the State Department of Finance's statewide projections.

An annual appropriation and expenditure of General Funds will be required to meet the RMRA's Maintenance of Effort requirement. The City of Lawndale's MOE requirement is \$283,634.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

Revenues:

Anticipated RMRA revenues as estimated by the California Department of Finance for the City of Lawndale are as follows:

No additional appropriations are needed.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC-2506-033 approving the project list of streets as attached herein Exhibit A-Project Description/Location.

Attachments

- A. Resolution CC-2506-033.pdf
- B. Project Description_Location.pdf
- C. Project Location Map.pdf

Attachment A

RESOLUTION NO. CC-2506-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING ITS FISCAL YEAR 2025-26 BUDGET LIST OF PROJECTS TO BE FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT AND THE APPROPRIATION OF RMRA FUNDS

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April of 2017 to address the significant multimodal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Lawndale ("City") are aware of the projects proposed for funding in our community and completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$833,753 in RMRA funding in fiscal year 2025-26 from SB 1; and

WHEREAS, the City used its 2022 Pavement Management Program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets throughout the City this year and similar projects into the future; and

WHEREAS, the 2022 California Statewide Local Streets and Roads Needs Assessment estimated that the City's streets and roads are at a "Higher Risk" condition based on the pavement condition index in the assessment, and this revenue will help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City's 2022 Pavement Management Report has established the City's Pavement Condition Index as a 73.3, placing it in the "at Lower Risk" range; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe, reliable roads to react quickly to emergency calls where a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions, helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The following previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: FY 25/26 Street Rehabilitation Project

Project Description: This project proposes pavement rehabilitation of streets at various locations and will also address limited quantities of deteriorated concrete, sidewalk, curb and gutter, curb ramps and drainage deficiencies.

Project Location: 145th St. from Hawthorne Blvd. to Larch Ave.; 154th St. from Hawthorne Blvd. to Larch Ave.; and 145th St. from Avis Ave. to Prairie Ave.

Estimated Project Schedule: Start (03/26)– Completion (07/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 15- 20 years

PASSED, APPROVED AND ADOPTED this 16th day of June, 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-2506-033 at a regular meeting of said Council held on the 16th day of June, 2025, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
Ivane		No	Abstain	Not Participating	1105011
Robert Pullen-Miles, Mayor					
Pat Kearney, Mayor Pro Tem					
Sirley Cuevas					
Bernadette Suarez					
Francisco M. Talavera					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

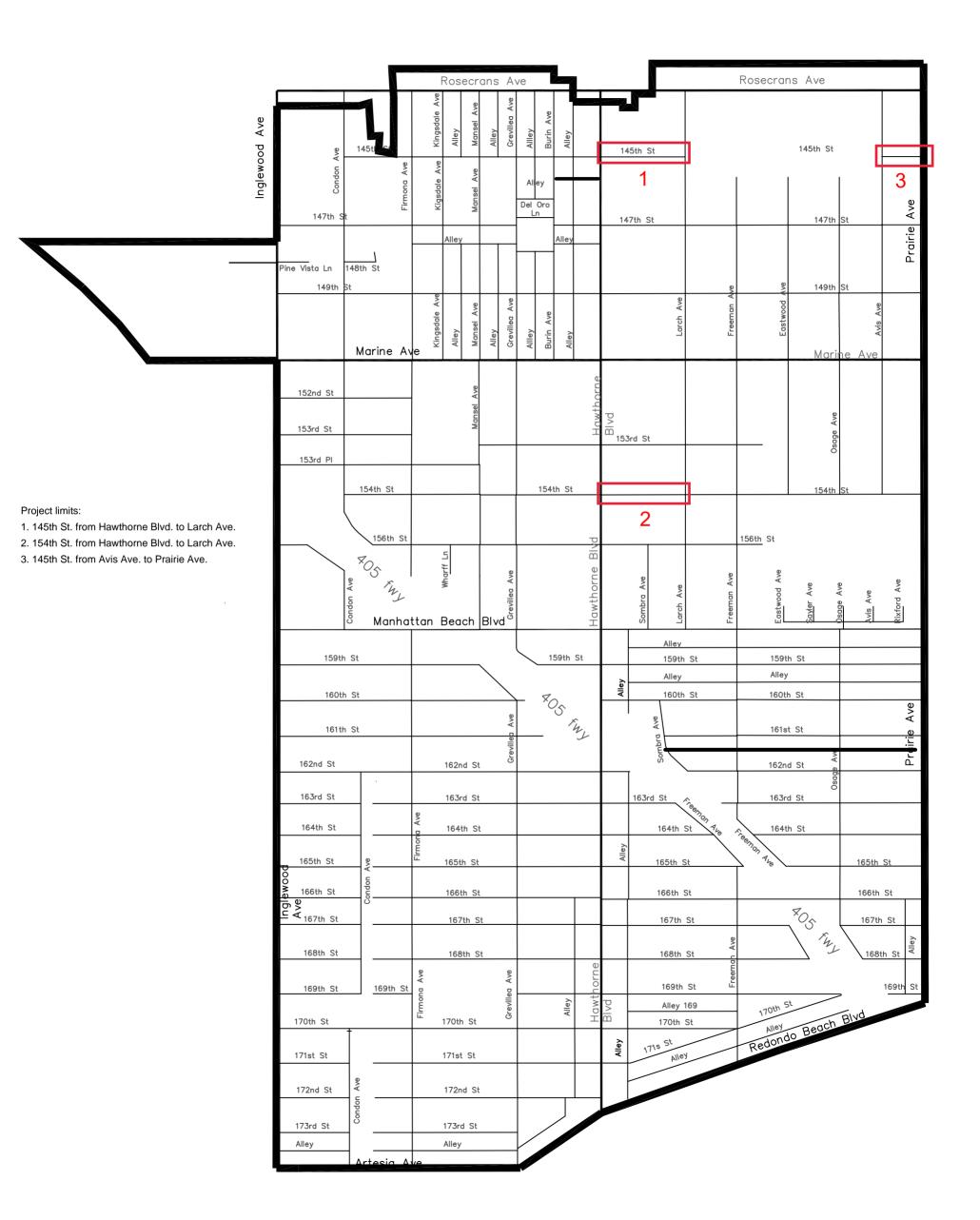
Gregory M. Murphy, City Attorney

Attachment **B**

Exhibit "A" Project Location/Description/Schedule/Useful Life

SB1- FY 2025-26				
Location	Description	Schedule Start/End	Useful Life	
145 th St. from Hawthorne Blvd. to Larch Ave.	Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.	Mar. 2026/ Jul. 2026	15-20 years	
154 th St. from Hawthorne Blvd. to Larch Ave.	Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.	Mar. 2026/ Jul. 2026	15-20 years	
145 th St. from Avis Ave. to Prairie Ave.	Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.	Mar. 2026/ Jul. 2026	15-20 years	

Attachment C





CITY OF LAWNDALE

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

SUBJECT:	Approve Amendment 2 to the Contract Services Agreement with All City Management Services, Inc., for School Crossing Guard Services
PREPARED BY:	Jason Minter, Community Services Director
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

In August of 2023, staff recommended that City Council approve a two-year agreement with All City Management Services, Inc. (ACMS), for the provision of school crossing guard services at various Lawndale Elementary School District (LESD) approved locations (Attachment A). All City Management Services has historically been the only experienced crossing guard vendor, and has consistently provided the City with guards at all of the key intersections as recommended by LESD. Subsequently, the City and ACMS agreed to a First Amendment to the Agreement that clarified the indemnification language in the agreement (Attachment B).

STAFF REVIEW

On May 25, 2025, Community Services Department staff received a proposal from All City Management Services (ACMS) for an additional two-year agreement (Attachment C). The chart below shows the most recent two years, as well as the upcoming two years that are included in the proposal.

Fiscal Year	Cost/Hour	Hours per Year	Total Cost/Year
23/24	28.92	5040	145,756.80
24/25	31.02	5040	156,340.80
25/26*	32.13*	5040	161,935.20
26/27*	33.26*	5040	167,630.40

*Proposed rates for the respective fiscal years

Included in the proposal letter is a statement from ACMS about the hiring challenges that have faced all sectors of the labor market across the nation. Staff have reviewed the proposed rates which include an increase of 4% per year, which is within 0.5% of the current Consumer Price Index increases as reported by the U.S. Bureau of Labor Statistics for April 2025.

Staff do periodic checks of the crosswalk locations identified in the agreement to insure the crossing guards are in position as required by the agreement. Crosswalk checks over the last 6 months have been 100%. In addition, over the last year staff only received a single complaint from a resident about the Crossing Guards not being in position. On that occasion, staff notified ACMS who looked into the matter and made an adjustment to the invoice for that billing period.

At this time staff have reviewed the proposal from ACMS and believe that the terms included are fair, given the labor challenges associated with services like the ones included in this agreement. The original agreement included a not-to-exceed amount of \$302,098 for two (2) years. The current proposal extends the agreement by two (2) additional years, with a not-to-exceed amount of \$329,566. The new total not-to-exceed amount for all four (4) years is \$631,664. All other terms of the agreement remain unchanged.

LEGAL REVIEW

The City Attorney has reviewed the proposal and amendment and approved them to form.

FISCAL IMPACT

Funding for the Crossing Guard program is available in the Community Services Department Operating Budget for FY2025/2026.

RECOMMENDATION

Staff recommend that the City Council approve Amendment 2 to the Contract Services Agreement for School Crossing Guard services with All City Management Services, Inc., extending the term of the agreement for two years for a not-to-exceed amount of \$329,566 (Attachment D).

Attachments

Attachment A_ Crossing Guard Agreement, August 24, 2023 - June 12, 2025.pdf Attachment B_ First Amendment to School Crossing Guard Services, November 6, 2023.pdf Attachment C_ Renewal Letter from All City Management Services 5_23_2025.pdf Attachment D_ Second Amendment to School Crossing Guard Service 6-16-2025.pdf

ATTACHMENT A

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

SCHOOL CROSSING GUARD SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 7th day of August, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and All City Management Services, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 <u>Scope of Services</u>. 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 <u>Contractor's Proposal</u>. 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 <u>Compliance with Law</u>. 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 <u>Licenses, Permits, Fees and Assessments</u>. 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 <u>Familiarity with Work</u>. 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 <u>Additional Services</u>. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 <u>Special Requirements</u>. 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 <u>Environmental Laws</u>. 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 <u>Contract Sum</u>. 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 Three Hundred Two Thousand and Ninety Eight dollars (\$302,098.00) ("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 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate. 2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.

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

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

3.4 <u>Term</u>. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 24, 2023 and continue in full force and effect until completion of the services no later than June 12, 2025.

4.0 COORDINATION OF WORK

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

(d) <u>Professional Liability or Error and Omissions Insurance</u>. A policy of professional liability insurance will not be required as Contractor is not performing professional services on behalf of the City.

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

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

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

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

5.2 <u>Indemnification</u>.

(a) <u>Indemnity for Design Professional Liability</u>. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services

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

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

6.0 RECORDS AND REPORTS

6.1 <u>Reports</u>. 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 <u>Records</u>. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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

6.4 <u>Confidentiality of Information</u>. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization

from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 <u>California Law</u>. 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 <u>Retention of Funds.</u> 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 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any

waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 <u>Termination Prior to Expiration of Term</u>. 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 <u>Completion of Work After Termination for Default of Contractor</u>. 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 <u>Attorneys' Fees</u>. 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 <u>Non-liability of City Officers and Employees</u>. 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 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Contractor</u>. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code. 8.4 <u>Covenant Against Discrimination</u>. 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 <u>Notice</u>. 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 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such

electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY: CITY OF LAWNDALE, a municipal corporation

- Puller By: 🚬 -m

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR: All City Management Services, Inc., a California corporation

ALA βy: aron Farwell Name: Title: General Manager nh By: Demetra Farwell Name: Title: Corporate Secretary 10440 Pioneer Blvd., Suite 5 Address: Santa Fe Springs, CA 90670

EXHIBIT "A"

SCOPE OF SERVICES

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

1. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

2. Supervision:

Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's General Manager, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. In addition, said supervisory personnel shall ensure that all of Contractor's employees are in place at the start of each shift. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location. Absent personnel shall be replaced immediately if there is an absence(s) at any of the crosswalk locations identified in Exhibit "D".

3. Absent/Tardy Personnel:

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Tar	din	ess	Т	abl	e

Length of Tardiness	Time To Be Deducted From Invoice
6 to 15 Minutes	30 Minutes
16 to 30 Minutes	45 Minutes
31 or More Minutes	60 Minutes (Entire Shift)

4. Training and Safety:

Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing duties of a Crossing Guard and shall be worn at all times while performing said duties.

EXHIBIT "A"

SCOPE OF SERVICES (CONT.)

This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate.

5. Appropriate Behavior:

Each Crossing Guard provided by the Contractor shall at all times meet the following standards:

- 1. Completion of all required trainings and requirements necessary to perform the duties of a Crossing Guard on or near school grounds.
- 2. Complete a successful "Live Scan" criminal background check prior to performing any services within this agreement;
- 3. Are courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and
- 4. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a Crossing Guard

Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing crossing guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City.

If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately.

EXHIBIT "B"

.

SPECIAL REQUIREMENTS

Clause 5.2 (a), Indemnity for Design Professional Liability, is null and void.

Clause 1.8, Environmental Laws, shall be modified as follows:

1.8 Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State and local governments.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

Calculations for Year One of Two-Year Agreement for Fiscal Year 2023-24 Regular School Calendar (August 24, 2023 – June 11, 2024)*

ltem	Cost Description	Figures
A1	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B1	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C1	Number of Regular School Days	180
D1	Not to Exceed Number of Contractual Hours	5,040
E1	Hourly Cost of Service	\$28.92
F1	Total Not to Exceed Cost	\$145,756.80

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

Calculations for Year Two of Two-Year Agreement for Fiscal Year 2024-25 Regular School Calendar (August 22, 2024 – June 10, 2025)*

Item	Cost Description	Figures
A2	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B2	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C2	Number of Regular School Days	180
D2	Not to Exceed Number of Contractual Hours	5,040
E2	Hourly Cost of Service	\$31.02
F2	Total Not to Exceed Cost	\$156,340.80

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

Totals for Two-Year Agreement (August 24, 2023 – June 10, 2025)*

Item	Cost Description	Figures
A3	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B3	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C3	Number of Regular School Days	360
D3	Not to Exceed Number of Contractual Hours	10,080
E3	Average Hourly Cost of Service	\$29.97
F3	Total Not to Exceed Cost	\$302,097.60

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty one (21) months and fifteen (15) days. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

At no time will Crossing Guard Services be provided by the City outside of the City of Lawndale's geographical boundaries, or for summer school sessions, City-observed holidays, or winter and/or spring break sessions, or activities such as such after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

Morning Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than forty-five (45) minutes prior to the first morning bell of each school served and no less than fifteen (15) minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Afternoon Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than fifteen (15) minutes prior to the first after school bell of each school served and no less than sixty (45) minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Crossing Guard Services shall be performed consistent with the bell schedule of each individual school and determined by the Lawndale Elementary School District for regular school sessions during the term of this Agreement.

Designated Crosswalks:

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at no more than eight (8) crosswalk locations as designated below.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE (CONT)

Schools Served	Supervised	Number of	Crosswalk
	Crosswalk Locations	Crosswalks	Directions
		Supervised	
Anderson Elementary and	W. 154 th Street and	2	(East/West)
Rogers Middle	Prairie Avenue		(North/South)
Anderson Elementary and	Marine Avenue and	1	(North/South)
Rogers Middle	Osage Avenue		
Anderson Elementary and	W. 154 th Street and	1	(North/South)
Rogers Middle	Osage Avenue		
Anderson Elementary and	Manhattan Beach Blvd. and	2	(East/West)
Rogers Middle	Freeman Avenue		(North/South)
Green Elementary	W. 169 th Street and	1	(East/West)
	Hawthorne Boulevard		,
Smith Elementary	W. 147 th Street and	1	(East/West)
	Hawthorne Boulevard		
Addams Middle	Marine Avenue and	2	(East/West)
	Firmona Avenue		(North/South)
Addams Middle	Manhattan Beach Blvd. and	2	(East/West)
	Firmona Avenue		(North/South)
Totals	8	12	N/A

Table of Crosswalks Serviced:

ATTACHMENT B

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of November, 2023, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and All City Management Services, Inc. a California corporation "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for School Crossing Guard Services" (the "Agreement") on or about August 7, 2023, and

WHEREAS, it is the desire of the City and the Contractor to amend the Agreement as set forth in this First Amendment.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Indemnification Section 5.2 of the Agreement (Indemnity for Other Than Design Professional Liability) is amended as follows:

(a) Indemnification.

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

(ii) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) (each, a "Claim"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor. Notwithstanding the foregoing, in the event that a court or jury determines that liability with respect to any Claim was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, or any of the City's Parties, the parties agree that liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Claim based

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upon the parties' respective degrees of culpability, as determined by a separate arbitration which will be limited to the question of culpability, and Contractor's duty to indemnify the City pursuant to this Section 5.2(b) will be limited accordingly.

MISCELLANEOUS PROVISIONS

2. <u>Other Terms Unchanged</u>. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. <u>Authority to Execute</u>. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

4. <u>Counterparts, Facsimile or other Electronic Signatures</u>. 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.

5. <u>Severability</u>. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY:

ATTEST:

Robert Pullen-Miles, Mayor

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke, Williams & Sorensen, LLP

hance Julin for

Gregory M. Murphy, City Attorney

CONTRACTOR: All City Management Services, Inc. A California Corporation

By:

Baron Failwell

General Manager

By:

Demetra Farwell Corporate Secretary

10440 Pioneer Blvd., Suite 5 Address: Santa Fe Springs, CA 90670

[END OF SIGNATURES]



CITY OF LAWNDALE

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

November 6, 2923

TO:	Honorable Mayor and City Council
	Sean M. Moore, City Manager
PREPARED BY:	Mike Estes, Director of Community Services
SUBJECT:	First Amendment to School Crossing Guard Services Agreement

BACKGROUND

At the August 7, 2023 City Council meeting, the City Council approved a two-year unexecuted agreement with All City Management Services, Inc. (ACMS) to support the Lawndale Elementary School District (LESD) school crossing guard program. The agreement was for the provision of crossing guard services at LESD schools within the geographical boundaries of Lawndale. ACMS has been the City's contractor for school crossing guard services since 1996.

STAFF REVIEW

City Presents Agreement to ACMS:

On July 17, 2023, the City presented ACMS with a two-year draft agreement for review. Subsequently, ACMS notified the City that the indemnification language was unfair and did not represent them fairly if there was a major accident involving the service. In addition, ACMS provided the City with indemnification language that, according to their legal team, was equally shared liability. However, the revised language provided by ACMS was rejected by the City.

Negotiations Continue:

As negotiations continued, ACMS made two suggestions: 1) entering into a one-year agreement; or 2) entering into a two-year agreement at which the City's indemnification language would be used in year one and ACMS' indemnification language would be used in year two of the agreement. Upon the City's review of this proposal, the City rejected this offer.

<u>City Council Approves Unexecuted Agreement:</u>

On August 7, 2023, the City Council approved a two-year unexecuted agreement. The purpose of this strategy was to lock in an agreement that could not be revised as the City ultimately desired a two-year agreement.

City and ACMS Reach an Agreement:

As the start of the 2023-24 academic school year was fast approaching, the City and ACMS continued to negotiate with the desire to ensure that school crossing guard services were in place once school started on August 24, 2024. ACMS agreed to sign the agreement based upon the City's assurance that revised indemnification language equally representing both entities would be included in a future amendment.

City Council Meeting – November 6, 2023 First Amendment to School Crossing Guard Agreement

City and ACMS Agree on Indemnification Language:

ACMS' legal department requested a meeting with the City's legal department and subsequently both parties agreed to indemnification language which equally protects the City and ACMS if, unfortunately speaking, there were a major accident involving the contractual services being provided to the City by ACMS. Below is the final indemnification language agreed upon by the City and ACMS and included in the attached amendment for school crossing guard services. New language is underlined in Section 1 (ii), Indemnity for Other Than Design Professional Liability below:

1. Indemnification Section 5.2 of the Agreement (Indemnity for Other Than Design Professional Liability) is amended as follows:

(a) Indemnification.

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

(ii) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law. Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) (each, a "Claim"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor. Notwithstanding the foregoing, in the event that a court or jury determines that liability with respect to any Claim was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, or any of the City's Parties, the parties agree that liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Claim based upon the parties' respective degrees of culpability, as determined by a separate arbitration which will be limited to the question of culpability, and Contractor's duty to indemnify the City pursuant to this Section 5.2(b) will be limited accordingly.

ACMS' Executed Agreement Received by the City:

On Monday, October 30, 2023, the City received a contractor-executed First Amendment to School Crossing Guard Services Agreement resolving the indemnification language issue for the next two years.

LEGAL REVIEW

The City Attorney has reviewed and approved the attached agreement and indemnification.

City Council Meeting – November 6, 2023 First Amendment to School Crossing Guard Agreement

FISCAL IMPACT

There is no fiscal impact to the City, an agreement is in place for a term ending June 10, 2025.

RECOMMENDATION

Staff recommends that the City Council approve the attached contractor-executed First Amendment to School Crossing Guard Services between the City and All City Management Services, Inc. for a twoyear term beginning August 24, 2023 through June 10, 2025.

Attachments:

- 1. First Amendment to School Crossing Guard Services
- 2. Contract Services Agreement for School Crossing Guard Services

Attachment 1

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of November, 2023, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and All City Management Services, Inc. a California corporation "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for School Crossing Guard Services" (the "Agreement") on or about August 7, 2023, and

WHEREAS, it is the desire of the City and the Contractor to amend the Agreement as set forth in this First Amendment.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Indemnification Section 5.2 of the Agreement (Indemnity for Other Than Design Professional Liability) is amended as follows:

(a) Indemnification.

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

(ii) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) (each, a "Claim"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor. Notwithstanding the foregoing, in the event that a court or jury determines that liability with respect to any Claim was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, or any of the City's Parties, the parties agree that liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Claim based

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upon the parties' respective degrees of culpability, as determined by a separate arbitration which will be limited to the question of culpability, and Contractor's duty to indemnify the City pursuant to this Section 5.2(b) will be limited accordingly.

MISCELLANEOUS PROVISIONS

2. <u>Other Terms Unchanged</u>. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. <u>Authority to Execute</u>. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

4. <u>Counterparts, Facsimile or other Electronic Signatures</u>. 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.

5. <u>Severability</u>. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY:

ATTEST:

Robert Pullen-Miles, Mayor

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
All City Management Services, Inc.
A California Corporation
By: Aun
Baron Farwell
General Manager
By. huh. T

Demetra Farwell Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670

[END OF SIGNATURES]

Attachment 2

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

SCHOOL CROSSING GUARD SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 7th day of August, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and All City Management Services, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 <u>Scope of Services</u>. 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 <u>Contractor's Proposal</u>. 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 <u>Compliance with Law</u>. 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 <u>Familiarity with Work</u>. 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 <u>Additional Services</u>. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 <u>Special Requirements</u>. 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 <u>Environmental Laws</u>. 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 <u>Contract Sum</u>. 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 Three Hundred Two Thousand and Ninety Eight dollars (\$302,098.00) ("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 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

> All City Management Services, Inc. School Crossing Guard Services August 24, 2023 – June 12, 2025

2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.

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

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

3.4 <u>Term</u>. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 24, 2023 and continue in full force and effect until completion of the services no later than June 12, 2025.

4.0 COORDINATION OF WORK

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

(d) <u>Professional Liability or Error and Omissions Insurance</u>. A policy of professional liability insurance will not be required as Contractor is not performing professional services on behalf of the City.

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

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

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

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

5.2 <u>Indemnification</u>.

(a) <u>Indemnity for Design Professional Liability</u>. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services

All City Management Services, Inc. School Crossing Guard Services August 24, 2023 – June 12, 2025

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

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

6.0 RECORDS AND REPORTS

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

6.4 <u>Confidentiality of Information</u>. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization

from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 <u>California Law</u>. 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 <u>Retention of Funds</u>. 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 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any

All City Management Services, Inc. School Crossing Guard Services August 24, 2023 – June 12, 2025 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 <u>Termination Prior to Expiration of Term</u>. 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 <u>Completion of Work After Termination for Default of Contractor</u>. 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 <u>Attorneys' Fees</u>. 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 <u>Non-liability of City Officers and Employees</u>. 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 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Contractor</u>. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code. 8.4 <u>Covenant Against Discrimination</u>. 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 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such

electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

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

[SIGNATURES ON FOLLOWING PAGE]

All City Management Services, Inc. School Crossing Guard Services August 24, 2023 – June 12, 2025

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

Robert Pullen-Miles, Mayor By: 🔀

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR: All City Management Services, Inc., a California corporation

aron Farwell Name: Title: General Manager By: Name: Demetra Farwell Title: Corporate Secretary 10440 Pioneer Blvd., Suite 5 Address:

Santa Fe Springs, CA 90670

All City Management Services, Inc. School Crossing Guard Services August 24, 2023 - June 12, 2025

EXHIBIT "A"

SCOPE OF SERVICES

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

1. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

2. Supervision:

Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's General Manager, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. In addition, said supervisory personnel shall ensure that all of Contractor's employees are in place at the start of each shift. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location. Absent personnel shall be replaced immediately if there is an absence(s) at any of the crosswalk locations identified in Exhibit "D".

3. Absent/Tardy Personnel:

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Length of Tardiness	Time To Be Deducted From Invoice		
6 to 15 Minutes	30 Minutes		
16 to 30 Minutes	45 Minutes		
31 or More Minutes	60 Minutes (Entire Shift)		

Tardiness Table

4. Training and Safety:

Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing duties of a Crossing Guard and shall be worn at all times while performing said duties.

EXHIBIT "A"

SCOPE OF SERVICES (CONT.)

This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate.

5. Appropriate Behavior:

Each Crossing Guard provided by the Contractor shall at all times meet the following standards:

- 1. Completion of all required trainings and requirements necessary to perform the duties of a Crossing Guard on or near school grounds.
- 2. Complete a successful "Live Scan" criminal background check prior to performing any services within this agreement;
- 3. Are courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and
- 4. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a Crossing Guard

Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing crossing guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City.

If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately.

All City Management Services, Inc. School Crossing Guard Services August 24, 2023 – June 12, 2025

EXHIBIT "B"

SPECIAL REQUIREMENTS

Clause 5.2 (a), Indemnity for Design Professional Liability, is null and void.

Clause 1.8, Environmental Laws, shall be modified as follows:

1.8 Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State and local governments.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

Calculations for Year One of Two-Year Agreement for Fiscal Year 2023-24 Regular School Calendar (August 24, 2023 – June 11, 2024)*

Item	Cost Description	Figures	
A1	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20	
B1	Number of Hours Per Day (California Wage Law) for 8 Locations**	8	
C1	Number of Regular School Days	180	
D1	Not to Exceed Number of Contractual Hours	5,040	
E1	Hourly Cost of Service	\$28.92	
F1	Total Not to Exceed Cost	\$145,756.80	

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

Calculations for Year Two of Two-Year Agreement for Fiscal Year 2024-25 Regular School Calendar (August 22, 2024 – June 10, 2025)*

Item	Cost Description	Figures	
A2	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20	
B2	B2 Number of Hours Per Day (California Wage Law) for 8 Locations**		
C2	C2 Number of Regular School Days		
D2	D2 Not to Exceed Number of Contractual Hours		
E2	E2 Hourly Cost of Service		
F2	Total Not to Exceed Cost	\$156,340.80	

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

Totals for Two-Year Agreement (August 24, 2023 – June 10, 2025)*

Item		
A3		
B3	B3 Number of Hours Per Day (California Wage Law) for 8 Locations**	
C3	C3 Number of Regular School Days	
D3	D3 Not to Exceed Number of Contractual Hours	
E3	Average Hourly Cost of Service	\$29.97
F3	Total Not to Exceed Cost	\$302,097.60

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty one (21) months and fifteen (15) days. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

At no time will Crossing Guard Services be provided by the City outside of the City of Lawndale's geographical boundaries, or for summer school sessions, City-observed holidays, or winter and/or spring break sessions, or activities such as such after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

Morning Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than forty-five (45) minutes prior to the first morning bell of each school served and no less than fifteen (15) minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Afternoon Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than fifteen (15) minutes prior to the first after school bell of each school served and no less than sixty (45) minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Crossing Guard Services shall be performed consistent with the bell schedule of each individual school and determined by the Lawndale Elementary School District for regular school sessions during the term of this Agreement.

Designated Crosswalks:

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at no more than eight (8) crosswalk locations as designated below.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE (CONT)

Table of Crosswalks Serviced:

Schools Served	Supervised	Number of	Crosswalk
	Crosswalk Locations	Crosswalks	Directions
		Supervised	
Anderson Elementary and	W. 154 th Street and	2	(East/West)
Rogers Middle	Prairie Avenue		(North/South)
Anderson Elementary and	Marine Avenue and	1	(North/South)
Rogers Middle	Osage Avenue		
Anderson Elementary and	W. 154 th Street and	1	(North/South)
Rogers Middle	Osage Avenue		
Anderson Elementary and	Manhattan Beach Blvd. and	2	(East/West)
Rogers Middle	Freeman Avenue		(North/South)
Green Elementary	W. 169 th Street and	1	(East/West)
	Hawthorne Boulevard		
Smith Elementary	W. 147 th Street and	1	(East/West)
	Hawthorne Boulevard		
Addams Middle	Marine Avenue and	2	(East/West)
	Firmona Avenue		(North/South)
Addams Middle	Manhattan Beach Blvd. and	2	(East/West)
	Firmona Avenue		(North/South)
Totals	8	12	N/A

All City Management Services, Inc. School Crossing Guard Services August 24, 2023 – June 12, 2025

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

SCHOOL CROSSING GUARD SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 7th day of August, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and All City Management Services, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 <u>Scope of Services</u>. 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 <u>Contractor's Proposal</u>. 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 <u>Compliance with Law</u>. 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 <u>Licenses, Permits, Fees and Assessments</u>. 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 <u>Familiarity with Work</u>. 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 <u>Additional Services</u>. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 <u>Special Requirements</u>. 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 <u>Environmental Laws</u>. 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 <u>Contract Sum</u>. 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 Three Hundred Two Thousand and Ninety Eight dollars (\$302,098.00) ("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 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate. 2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.

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

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

3.4 <u>Term</u>. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 24, 2023 and continue in full force and effect until completion of the services no later than June 12, 2025.

4.0 COORDINATION OF WORK

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

(d) <u>Professional Liability or Error and Omissions Insurance</u>. A policy of professional liability insurance will not be required as Contractor is not performing professional services on behalf of the City.

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

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

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

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

5.2 <u>Indemnification</u>.

(a) <u>Indemnity for Design Professional Liability</u>. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services

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

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

6.0 RECORDS AND REPORTS

6.1 <u>Reports</u>. 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 <u>Records</u>. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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

6.4 <u>Confidentiality of Information</u>. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization

from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 <u>California Law</u>. 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 <u>Retention of Funds.</u> 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 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any

waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 <u>Termination Prior to Expiration of Term</u>. 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 <u>Completion of Work After Termination for Default of Contractor</u>. 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 <u>Attorneys' Fees</u>. 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 <u>Non-liability of City Officers and Employees</u>. 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 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Contractor</u>. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code. 8.4 <u>Covenant Against Discrimination</u>. 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 <u>Notice</u>. 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 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such

electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY: CITY OF LAWNDALE, a municipal corporation

- Puller By: 🚬 -m

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM: Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR: All City Management Services, Inc., a California corporation

ALA βy: aron Farwell Name: Title: General Manager nh By: Demetra Farwell Name: Title: Corporate Secretary 10440 Pioneer Blvd., Suite 5 Address: Santa Fe Springs, CA 90670

EXHIBIT "A"

SCOPE OF SERVICES

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

1. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

2. Supervision:

Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's General Manager, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. In addition, said supervisory personnel shall ensure that all of Contractor's employees are in place at the start of each shift. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location. Absent personnel shall be replaced immediately if there is an absence(s) at any of the crosswalk locations identified in Exhibit "D".

3. Absent/Tardy Personnel:

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Tar	din	ess	Т	abl	e

Length of Tardiness	Time To Be Deducted From Invoice		
6 to 15 Minutes	30 Minutes		
16 to 30 Minutes	45 Minutes		
31 or More Minutes	60 Minutes (Entire Shift)		

4. Training and Safety:

Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing duties of a Crossing Guard and shall be worn at all times while performing said duties.

EXHIBIT "A"

SCOPE OF SERVICES (CONT.)

This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate.

5. Appropriate Behavior:

Each Crossing Guard provided by the Contractor shall at all times meet the following standards:

- 1. Completion of all required trainings and requirements necessary to perform the duties of a Crossing Guard on or near school grounds.
- 2. Complete a successful "Live Scan" criminal background check prior to performing any services within this agreement;
- 3. Are courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and
- 4. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a Crossing Guard

Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing crossing guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City.

If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately.

EXHIBIT "B"

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SPECIAL REQUIREMENTS

Clause 5.2 (a), Indemnity for Design Professional Liability, is null and void.

Clause 1.8, Environmental Laws, shall be modified as follows:

1.8 Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State and local governments.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

Calculations for Year One of Two-Year Agreement for Fiscal Year 2023-24 Regular School Calendar (August 24, 2023 – June 11, 2024)*

ltem	Cost Description	Figures
A1	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B1	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C1	Number of Regular School Days	180
D1	Not to Exceed Number of Contractual Hours	5,040
E1	Hourly Cost of Service	\$28.92
F1	Total Not to Exceed Cost	\$145,756.80

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

Calculations for Year Two of Two-Year Agreement for Fiscal Year 2024-25 Regular School Calendar (August 22, 2024 – June 10, 2025)*

Item	Cost Description	Figures
A2	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B2	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C2	Number of Regular School Days	180
D2	Not to Exceed Number of Contractual Hours	5,040
E2	Hourly Cost of Service	\$31.02
F2	Total Not to Exceed Cost	\$156,340.80

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

Totals for Two-Year Agreement (August 24, 2023 – June 10, 2025)*

Item	Cost Description	Figures
A3	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B3	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C3	Number of Regular School Days	360
D3	Not to Exceed Number of Contractual Hours	10,080
E3	Average Hourly Cost of Service	\$29.97
F3	Total Not to Exceed Cost	\$302,097.60

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school. **=California Wage Law per Department of Industrial Relations.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty one (21) months and fifteen (15) days. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

At no time will Crossing Guard Services be provided by the City outside of the City of Lawndale's geographical boundaries, or for summer school sessions, City-observed holidays, or winter and/or spring break sessions, or activities such as such after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

Morning Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than forty-five (45) minutes prior to the first morning bell of each school served and no less than fifteen (15) minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Afternoon Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than fifteen (15) minutes prior to the first after school bell of each school served and no less than sixty (45) minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Crossing Guard Services shall be performed consistent with the bell schedule of each individual school and determined by the Lawndale Elementary School District for regular school sessions during the term of this Agreement.

Designated Crosswalks:

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at no more than eight (8) crosswalk locations as designated below.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE (CONT)

Schools Served	Supervised	Number of	Crosswalk	
	Crosswalk Locations	Crosswalks	Directions	
		Supervised		
Anderson Elementary and	W. 154 th Street and	2	(East/West)	
Rogers Middle	Prairie Avenue		(North/South)	
Anderson Elementary and	Marine Avenue and	1	(North/South)	
Rogers Middle	Osage Avenue			
Anderson Elementary and	W. 154 th Street and	1	(North/South)	
Rogers Middle	Osage Avenue			
Anderson Elementary and	Manhattan Beach Blvd. and	2	(East/West)	
Rogers Middle	Freeman Avenue		(North/South)	
Green Elementary	W. 169 th Street and	1	(East/West)	
	Hawthorne Boulevard		,	
Smith Elementary	W. 147 th Street and	1	(East/West)	
	Hawthorne Boulevard			
Addams Middle	Marine Avenue and	2	(East/West)	
	Firmona Avenue		(North/South)	
Addams Middle	Manhattan Beach Blvd. and	2	(East/West)	
	Firmona Avenue		(North/South)	
Totals	8	12	N/A	

Table of Crosswalks Serviced:



CITY OF LAWNDALE

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

August 7, 2023

Ionorable Mayor and City Council
ean M. Moore, City Manager
like Estes, Director of Community Services

SUBJECT: Draft Agreement for School Crossing Guard Services

BACKGROUND

Past records indicate that the City of Lawndale began contracting with All City Management Services, Inc. (ACMS) for school crossing guard services since 1996. ACMS is the only known and legitimate crossing guard vendor in California area and has no known competition. They currently provide services for over 200 school districts and municipalities and have operations in approximately 20 states nationwide.

STAFF REVIEW

Experience with Adjunct Vendors:

In 2019, the City of Lawndale contracted with a security company who dabbled in crossing guard services called American Guard Services (AGS) as an adjunct ACMS due to annual rate increases which were seen as excessive. However, the contractual arrangement between the City and AGS was terminated by the City during the first year due to excessive billing practices by AGS.

Quotes for Services for AY 2023-24 and 2024-25:

ACMS provided a quote for services for academic years (AY) 2023-24 and 2024-25 which included hourly rate increases of approximately 29% for AY 2023-24 and approximately 25% for AY 2024-25. City staff attempted to negotiate the rates for both years down as much as possible as the rates quoted by ACMS were considered to be excessive in staff's opinion. However, ACMS reminded the City that rates for the previous contract that expired this past June were negotiated down by the City for years AY 2021-22 and 2022-23.

Draft Contract Created:

Community Services Department staff worked with the City Attorney's office to draft a contract services agreement for AY 2023-24 and 2024-25 with rates proposed by ACMS (please see attached proposal letter and cost spreadsheet). After the draft contract was approved by the City Attorney's office, staff sent the agreement to ACMS for review.

City Council Meeting – August 7, 2023

Draft Agreement for Crossing Guard Services

Indemnification Language Challenged by ACMS:

During the contract review process, ACMS requested to the City that the indemnification language be changed and suggested alternative language revised by ACMS legal be used in the draft agreement being discussed. After review by the City Manager and City Attorney's office, the City informed ACMS that the City is opposed to changing the existing indemnification clause.

Second Contractual Option Proposed by ACMS:

After additional discussions between the City and ACMS, ACMS proposed a subsequent proposal such as: entering into a two-year agreement with the City's existing indemnification language being untouched; however, accompanied by a letter from the City assuring ACMS that any future agreements with the City will include ACMS proposed indemnification language. Subsequent discussions with the City Manager and City Attorney's office resulted in no movement as the City declared it would not provide such a letter to ACMS agreeing to any future changes in the existing indemnification language.

Third Contractual Option Proposed by ACMS:

After a short period in which there were no discussions, ACMS contacted the City and made one additional offer to the City not intended to move negotiations closer, but to further distance the two sides. ACMS' latest offer is to agree to a one-year contract without a letter of assurance towards revised indemnification; however, proposing that any new agreement beyond one year would be negotiated by both sides.

City and ACMS at Impasse:

The City and ACMS both understand that the impasse is regarding indemnification language. ACMS believes that the alternative language suggested to the City equates to "shared" liability, whereas the City Attorney's Office believes that the City would inherit substantial liability in the case of an unfortunate accident.

Conclusion:

At the time of this writing, the City has been told that the third proposal presented by ACMS, a one year agreement with the City's existing indemnification language and no written assurance of future indemnification language changes and negotiations for future agreements is their final offer.

LEGAL REVIEW

The City Attorney's office has reviewed the attached Contract Services Agreement for School Crossing Guard Services for a period of two years effective August 24, 2023 through June 12, 2025.

FISCAL IMPACT

The attached agreement suggests a cost of \$145,757 for AY 2023-24, or \$28.92 per hour for 5,040 hours of crossing guard services which equates to an hourly increase of approximately 29%, plus \$156,341 for AY 2024-25, or \$31.02 per hour for 5,040 hours of crossing guard services which equates to an hourly increase of approximately 25%. In total, the attached two-year agreement suggest a cost of \$302,098, or an average hourly cost of \$29.92 for 10,080 hours of school crossing guard services. Funding for year one of the attached agreement is included in the Community Services Department Budget, Operations, Contract Services line item.

City Council Meeting – August 7, 2023 Draft Agreement for Crossing Guard Services

RECOMMENDATION

Staff recommends that the City Council: 1) approve the attached and unsigned agreement between the City of Lawndale and All City Management Services, Inc. for a term of two years effective August 24, 2023 through June 12, 2025; or 2) provide further direction.

Attachments:

- 1. Unsigned Contract Services Agreement between the City and ACMS for AY 2023-24/2024-25
- 2. Proposal Letter from ACMS dated March 9, 2023 for AY 2023-24/2024-25

ATTACHMENT C



ALL CITY MANAGEMENT SERVICES

May 23, 2025

Jason Minter City of Lawndale 1417 Burin Ave., Lawndale, CA 90260

Dear Director,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2025-2027 school years.

As you may know, hiring challenges have impacted all sectors of the labor market across the nation. Recently the United States Chamber of Commerce has published an article "Understanding America's Labor Shortage", which illustrates how thousands of jobs are published each month and yet a significant number of positions still remain unfilled. Essentially, labor force participations rates have still not returned to pre-COVID levels. This situation leads to heightened competition among businesses as they vie for the limited pool of available talent.

ACMS has experienced these same challenges and in many cases, we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly rate for the upcoming 2025-2027 school years. To facilitate the calculation of the 2025-2027 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program and we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell

Baron Farwell, General Manager

All City Management Services Inc.

Client Worksheet 2025 - 2026

Department: 1004401

Billing Rate for 2025 - 2026: \$ 32.13

City of Lawndale 1417 Burin Avenue Lawndale, CA 90260

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

	28		180		\$32.13	=	\$161,935.20
8 Sites at 3.50 hrs per day	Total Hrs/day	Х	days/yr	Х	Hourly Bill	ing Rate	

TOTAL PROJECTED HOURS

5,040.00

TOTAL ANNUAL PROJECTED COST \$161,935.20

All City Management Services Inc.

Client Worksheet 2026 - 2027

Department: 1004401

Billing Rate for 2026 - 2027: \$ 33.26

City of Lawndale 1417 Burin Avenue Lawndale, CA 90260

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

	28		180		\$33.26	=	\$167,630.40
8 Sites at 3.50 hrs per day	Total Hrs/day	Х	days/yr	Х	Hourly Bill	ing Rate	

TOTAL PROJECTED HOURS

5,040.00

TOTAL ANNUAL PROJECTED COST \$167,630.40

ATTACHMENT D

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 16th day of June, 2025, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and All City Management Services, Inc. a California corporation "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for School Crossing Guard Services" (the "Agreement") on or about August 7, 2023, and

WHEREAS, City and Contractor agreed to the First Amendment outlining changes to the Indemnification and miscellaneous provisions on November 6, 2023, and

WHEREAS, it is the desire of the City and the Contractor to amend the Agreement as set forth in this Second Amendment.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

2.0 COMPENSATION

2.1 <u>Contract Sum.</u> For the services rendered pursuant to this Amendment, Contractor shall be compensated in accordance with the "Schedule of Compensation" in an amount not to exceed \$329,565.60 (Contract Sum).

3.0 PERFORMANCE SCHEDULE

3.4 <u>Term.</u> Unless earlier terminated in accordance with Section 7.4 of the original agreement, the term shall begin on August 21, 2025, and continue through June 9, 2026, and again when school resumes in August 2026 through the last day of school in June, 2027 (dates to be confirmed once the school schedule is released).

MISCELLANEOUS PROVISIONS

1. <u>Other Terms Unchanged</u>. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

2. <u>Authority to Execute</u>. 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. <u>Counterparts, Facsimile or other Electronic Signatures</u>. 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. <u>Severability</u>. 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:

Robert Pullen-Miles, Mayor

Erica Harbison, City Clerk ATTEST:

APPROVED AS TO FORM: Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:

All City Management Services, Inc. A California Corporation

By:

Baron Farwell General Manager

By:

Demetra Farwell Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670

[END OF SIGNATURES]



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Nick Petrevski, Associate Engineer
SUBJECT:	Award of Contracts for Construction and Inspection Services for FY 23/24 Street Rehabilitation and FY 24/25 Sidewalk Replacement Project

BACKGROUND

The City's annual street improvement program provides continual street resurfacing to maintain the city streets in good condition. The annual street improvement project consists of rehabilitation and preventive maintenance of City streets including pothole/base repairs, crack sealing, slurry seals, and pavement overlays. Rehabilitation and maintenance work on public streets need to be coordinated with other City projects, utility company excavations, and private development projects to not trench open the streets during the street moratorium period. The Moratorium period is 5 years for newly paved streets and 3 years for slurry sealed streets, during which no work is allowed in order to preserve their new condition. The street selection for the street improvement projects is based on the current Pavement Management System (PMS).

The FY 2023-24 Street Rehabilitation & FY 2024-25 Sidewalk Replacement Project is be funded with SB 1, Prop C, Measure M, Measure R, and General Fund for Maintenance of Effort (MOE) funds.

The list of streets for the FY 2023-24 Street Rehabilitation and for the 2024-25 Sidewalk Replacement Project (project) is as follows:

SB 1, MEASURE M, PROP C, & GENERAL FUND (MOE)				
Street Name	Construction Limits	Quantity		
Mansel Avenue	From 147 th Street to 145 th Street	16,718 SF		
Burin Avenue	From 145 th Street to Rosecrans Avenue 20,91			
145 th Street	From Hawthorne Boulevard to Larch Avenue	20,955 SF		
Larch Avenue	From 147 th Street to Rosecrans Avenue	44,591 SF		
165 th Street	From Freeman Avenue to Osage Avenue11,907 SF			
Freeman Avenue	From Marine Avenue to Cul-de-Sac 58,			
Tioni 151 Street to edi de Sde		104,129 SF		
Osage Avenue	From 154 th Street to Cul-de-Sac	103,906 SF		
153 rd Street	Hawthorne Boulevard to Freeman Avenue	22,211 SF		
154 th Street	From Hawthorne Boulevard to Larch Avenue	17,301 SF		
Larch Avenue	From Manhattan Beach Boulevard to 153 rd Street	26,946 SF		

Grevillea Avenue	From Manhattan Beach Boulevard to 159 th Street	9,793 SF
159 th Street	From Grevillea Avenue to Hawthorne Boulevard	15,214 SF
Freeman Avenue	From 165 th Street to 163 rd Street	42,902 SF

STAFF REVIEW

Staff prepared the plans and specifications in house for this project with an engineer's estimate of \$2,179,213.

On June 11, 2025, eight (8) contractors submitted bids with only seven being considered eligible by adding their contact information to the Plan Holders List, as stipulated in the project contract documents. The bid results for the project are as follows:

Rank	Bidder Name	Total Bid Amount
1.	Sequel Contractors, Inc.	\$1,799,139.48
2.	Onyx Paving Company, Inc.	\$1,811,000.00
3.	Copp Contracting, Inc.	\$1,835,010.12
4.	All American Asphalt	\$1,931,477.80
5.	Hardy & Harper, Inc.	\$2,015,000.00
6.	Palp, Inc. Dba Excel Paving Co.	\$2,024,728.91
7.	Toro Enterprises, Inc.	\$2,222,394.82
8.	LCR Earthwork & Engineering, Corp.*	\$2,012,937.98

*Deemed ineligible as they did not request to be placed on the plan holder's list

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, Sequel Contractors, Inc. for \$1,799,139.48 based on their bid pricing and qualifications.

In addition, the City is currently undertaking an aggressive street improvement program to enhance roadway conditions citywide. As a result, ongoing construction inspection services is necessary to ensure compliance with the design plans and specifications.

On May 29, 2025, the City requested cost proposals from the On-Call Civil Engineering Services firms under contract with the City to provide Construction Inspection Services for this project. The request was sent to: SA Associates, Onward Engineering, and LAE Associates, Inc. Two proposals were received on June 4, 2025.

Staff examined and reviewed the submitted proposals based on several factors including technical knowledge, proposed-teams experiences, scope of work, qualifications, and fee schedule. The proposal rankings are as follows:

Rank	Bidder Name	Total Bid Amount
1.	SA Associates	\$110,000.00
2.	LAE Associates	\$121,776.00

The proposal submitted by SA Associates provided the most optimal plan with qualified technical knowledge, relevant team experiences, and in-depth understanding of the scope of work and project requirements.

The FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project has \$2,201,000 budgeted from various funding sources whereas the completion of the project will cost approximately \$2,179,010.40, including contingency. The project cost breakdown is as follows:

Construction Bid Amount	\$1,799,139.48
Construction Contingency (15%)	\$269,870.92
Construction Inspection Services	<u>\$110,000.00</u>
Total Project Cost Estimate	\$2,179,010.40

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The current FY 2024-25 budget includes full funding for this project. The project's available fund breakdown of SB 1 – RMRA, Prop C, Measure M, Measure R, and General Fund for Maintenance of Effort funds is as follows:

SB1 - Gas Tax (274-310-700.300)	\$536,000.00
Prop C (207-310-700.300)	\$214,000.00
Measure M (272-310-700.300)	\$317,000.00
Measure R (244-310-700.285)	\$500,000.00
Measure M (272-310-700.285)	\$350,000.00
<u>General Fund (MOE) (100-310-700.300)</u>	<u>\$284,000.00</u>
Total Available Funding	\$2,201,000.00

RECOMMENDATION

Staff recommends that the City Council:

- 1. Award the construction contract to Sequel Contractors, Inc., in the amount of \$1,799,139.48 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project;
- 2. Award the Construction Inspection Services to SA Associates in the amount of \$110,000.00 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project; and
- 3. Approve the construction Contingency of \$269,870.92 for FY 2023-24 Street Rehabilitation & 2024-25 Sidewalk Replacement Project.

Attachments

- A. Construction Agreement.pdf
- B. On-Call Construction Inspection Services Agreement SA Associates
- C. Project Location Map.pdf
- D. Sequel Contractors Proposal.pdf
- E. All Other Contractor Proposals.pdf

Attachment A

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LAWNDALE, CALIFORNIA, hereinafter referred to as the "City," and <u>Sequel Contractors, Inc.</u> hereinafter referred to as the "Contractor,"

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**BN-2503-03 FY 23/24 Rehabilitation and BN-2503-04 FY 24/25 Sidewalk Replacement 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 <u>One Million Seven Hundred Ninety Nine Thousand, One</u> Hundred Thirty Nine and 48/100 Dollars (\$1,799,139.48).

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 **EIGHTY (80) 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 <u>http://www.dir.ca.gov/DLSR/PWD/index.htm</u>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Blvd., Lawndale, California 90260, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing wage rate of per diem wages and other notices prescribed by regulation.

ARTICLE IX: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE X: The Contractor hereby agrees that the Contactor and any subcontractor under him submit weekly to the DIR directly and provide copy to City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

ARTICLE XI: Pursuant to Labor Code Section 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations prior to performing any work under this Agreement. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE XII: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City,

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE XIII: Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by the Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor to the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgements, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any persons Contractor used to provide services under this Agreement are employees of the City.

ARTICLE XIV: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XV: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XVI: It is to be made known that the improvement contemplated in the performance of this contract may require by the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XVII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

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

Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE XX: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

		CITY: CITY OF LAWNDALE, CALIFORNIA
Dated,	, 20	By:MAYOR
		MATOK
		ATTEST:
Approved as to form:		CITY CLERK
CITY ATTORNEY		
Dated	, 20	CONTRACTOR:
		By:
		Thomas S. Pack
		PRESIDENT
		Bv:
		By: Michael A. Mahler
		SECRETARY

Attachment **B**

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2025, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and SA Associates, a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for On-Call Civil Engineering Services" (the "Agreement") on or about March 4, 2024, and

WHEREAS, it is the desire of the City and the Contractor to amend the Agreement as set forth in this First Amendment.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

- 1. Section 2.1 of the Agreement (Contract Sum) is amended to update the "Fee Proposal" attached hereto as Exhibit "C-1" and incorporated herein by this reference. All references to Exhibit "C" in the Agreement after the date of First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".
- 2. Section 3.4 of the Agreement, Entitled "Term" is hereby amended to extend the Contract term for one year (the "Extended Term") such that the agreement will remain in place through March 4, 2026 as set forth on the "First Supplemental Schedule of Performance" attached hereto as "Exhibit D-1". All references to Exhibit "D" in the agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "D" and Exhibit "D-1".

MISCELLANEOUS PROVISIONS

1. <u>Other Terms Unchanged</u>. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

2. <u>Authority to Execute</u>. 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. <u>Counterparts, Facsimile or other Electronic Signatures</u>. 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.

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:

R Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City

APPROVED AS TO FORM: Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR: SA Associates A California Corporation

By:

Shohrong Aliver

Shahnawaz Ahmad, President

By:

Shohveng Ahmad

Shahnawaz Ahmad, Secretary

Address: 1130 W. Huntington Dr., Unit 12 Arcadia, CA 91007

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION



Statement of Qualifications for On-Call Civil Engineering Services



REVISED RATES FOR ON-CALL SERVICES

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$250.00
Engineer	\$217.00
Quality Assurance/Quality Control	\$232.00
AutoCAD Designer/Technician	\$115.00
Construction Inspector	\$130.00 - 165.00
Secretary	\$108.00
Surveyor (2-person crew)	\$280.00

Reimbursable In-House Costs

Photocopies	\$0.15/each
Blueprints (24 x 36 drawings)	\$3.00 each

Other Reimbursables

Services performed by subcontractor will be billed at	cost + 15%
Reproduction/special photography, and printing will be billed at	cost + 15%

NOTE: All rates listed above are effective to March 4, 2026

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

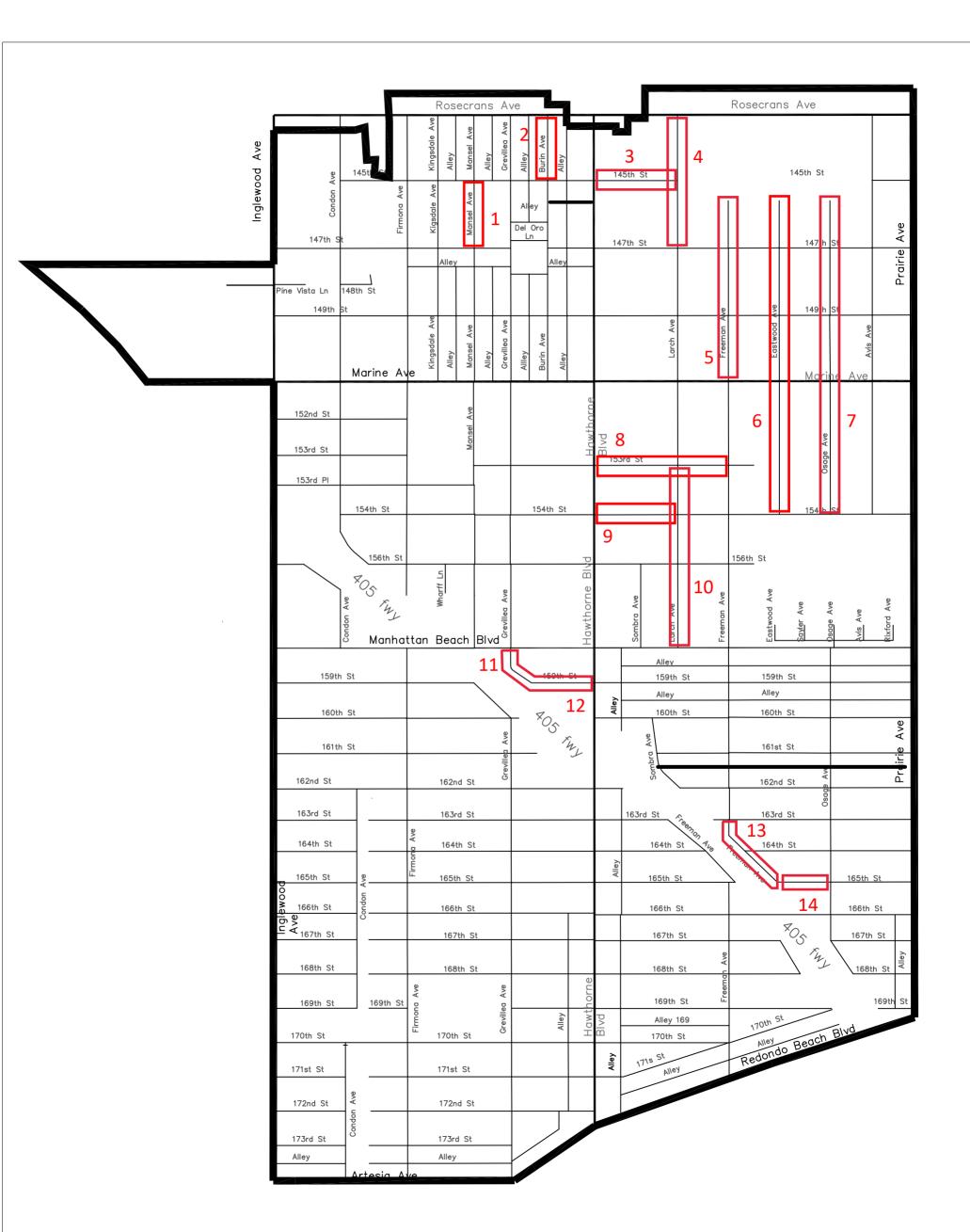
Page 1 of 1

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

Not Applicable

LA #4816-0428-6948 v1 08235-0001 Attachment C



Attachment D



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK **REPLACEMENT PROJECT**

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendym NO. 1 dated June 3, 2025.

ATTEST: Principal: Address: By: Title:

and M.S.



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids__requests_for _proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.



WITH THE FOLLOWING

<u>Form of Proposal</u>: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained from the specifications posted on the City website: <u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids_requests_for_proposals</u>

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGES 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for __proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.

Mike Mahler

From: Sent: To: Subject: Corey Pack Tuesday, June 10, 2025 9:24 AM Mike Mahler FW: EXTERNAL - Q & A for FY 23/24 Street & FY 24/25 Sidewalk Project

Corey Pack

Project Manager 714-606-1337 Cell



From: Nick Petrevski <NPetrevski@lawndale.ca.gov>
Sent: Tuesday, June 10, 2025 9:18 AM
Cc: Lucho Rodriguez <LRodriguez@lawndale.ca.gov>
Subject: EXTERNAL - Q & A for FY 23/24 Street & FY 24/25 Sidewalk Project

Below is a list of the questions and answers received up until the deadline of 12:00pm, June 5.

- Question 1: Can you confirm whether all concrete items are intended to include base materials?
- Answer 1: Use base where required in the bidding schedule. Disregard comments in 301-1.1 where it does not apply in the bid table and details.

Thank you



Nick Petrevski

Associate Engineer | Public Works City of Lawndale | <u>www.lawndale.ca.gov</u> Phone: (310) 973-3265 E-mail: <u>npetrevski@lawndale.ca.gov</u> Hours: Monday – Thursday: 7:00 am to 6:00 pm

CAUTION: This email originated from outside of the organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, call the contact directly!

Corey Pack

From:Nick Petrevski <NPetrevski@lawndale.ca.gov>Sent:Tuesday, June 3, 2025 7:47 AMTo:Corey PackSubject:EXTERNAL - RE: Street Rehabilitation and sidewalk Replacement Plan Holders List

Corey.

Received and you are on the plan holder's list. Thank you



Nick Petrevski Associate Engineer | Public Works City of Lawndale | <u>www.lawndale.ca.gov</u> Phone: (310) 973-3265 E-mail: <u>npetrevski@lawndale.ca.gov</u> Hours: Monday – Thursday: 7:00 am to 6:00 pm

From: Corey Pack <corey@sequelcontractors.com>
Sent: Tuesday, June 3, 2025 7:26 AM
To: Nick Petrevski <NPetrevski@lawndale.ca.gov>
Subject: Street Rehabilitation and sidewalk Replacement Plan Holders List

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Nick,

Please put us on the plan holders list for the upcoming street rehab project with the following info:

Sequel Contractors, Inc. 13546 Imperial Highway, Santa Fe Springs Ca 90670 Corey Pack 7146061337 <u>Corey@sequelcontractors.com</u>

Thanks,

Corey Pack Project Manager 714-606-1337 Cell



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Sequel Contractors Inc

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

CONTRACTOR: _	Sequel Contractors Inc	Date:	6/11/25	

City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

TO:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

Contractor Signature

Thomas S. Pack President

1000003521

PWCR Registration Number

B. BIDDING SCHEDULE

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	35,000 "	35,000-
2	Y .	LS	Construction Survey & Staking	309-4	42,000 *	42,000 <
3	1	LS	Furnish Traffic Control	601	32,000 -	32,000 -
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	30,000	30,000
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	.42	98 207,718
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	148 "-	914,936
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	/35 ≌	68,445
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	18.00	251,050°
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	18, ⁵⁰	91,334. ⁵
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	6,5000	24,000 ⁰⁰

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	40000	4,800 00
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	3500	29,555
13	42	EA	Adjust existing Manhole to Grade	403-5	90000	37,800 ⁹⁰ 9,200 ⁹⁰
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	10000	9,2000
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	3,000	3,000
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	5,500	11,00000

1,799,139 48 (Total Bid in Figures) (Total Bid in Words) One Million Seven Hundred Minety Nine Thosand One Hundred Thirty Nine Contractor Name: Server Contractors, Inc. Dollars Forty Eight Cents

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 on the amount of

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

Contractor Signature:

PW Registration #:

Thomas S. Pack/President

1000003521

State License #: _____610600A Contractor Company Name: _____Sequel Contractors Inc

1 1 1

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

Name of Bidder:

Business Address:

13546 Imperial Highway, Santa Fe Springs Ca 90670

Telephone No:

(562) 802-7227

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 Docements at the item prices on the bidding schedule.

Thomas S. Pack President TITLE: Β¥

E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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.

Respectfu	Illy submitted,				1	N/
Sequel Cor	ntractors Inc		_	TAN	$>\!$	Thomas S. Pack President
Contracto	r's Business Na	me	/	Contractor Sign	ature	Title
13546 Imp	erial Highway		((Thomas S. Pack Pre	esident	
Business	Address: Street	t		Ву		Title
Santa Fe Sp	rings , California 906	70		610600A		
City	State	Zip	-	Contractor's Lic	ense No	. and Classification
(562) 802-72	227			6/11/25		
Business	Phone Number		_	Date		
Thomas S.	Pack President			13546 Imperial High	iway, Santa	a Fe Springs Ca 90670
Name	Tit	le	_	Residence: Stre	eet	
13546 Imper	ial Highway, Santa F	e Springs Ca 90670		(562) 802-7227		
City	State	Zip		Residence Phon	e Numb	er

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.

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A 13546 IMPERIAL HWY SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRATORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2024 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2024

Thomas S. Pack

Director & President

Michael A. Mahler Director & Secretary

Abel Magallanes Vice President & Assistant Secretary

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination 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 Sequel Co	ontractors Inc	
TITLE OF PERSO	ON SIGNING Thomas S. Pack President	/
SIGNATURE		
DATE6/11/	/25 (

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

n/a

G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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		
Title:	· · · · · · · · · · · · · · · · · · ·	
Name of Company: Sequel Contractors Inc		

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 ^{11th} day of ^{June}

2025	at Santa Fe Springs	1	_(place of execution), California.	
Signature.		(
Name: Thomas S. Rack				
Title: President	5			
Name of Company: Se	quel Contractors Inc	5		

Sequel Contractors Inc

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the	President	of	Sequel Contractors Inc	,	the	party	making	the
foregoing B	id.							

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. 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 <u>6/11/25</u> [date], at <u>Santa Fe Springs</u> [city], California [state].

Sequel Contractors Inc

NAME OF	BIDDER	$\overline{}$	
A		<	
/signati	IRE OF BIDDEI	R Thomas	S. Pack President
13546 lm	perial Highway		
ADDRES	S OF BIDDER		
Santa Fe	e Springs , Califor	nia 90670	
CITY	STATE	ZIP	

J. REFERENCES OF WORK

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

SEE ATTACHED

1.

2.

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

SEE ATTACHED

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

	• • • • • • • • • • • • • • • • • • •
Name, Email, and Telephone Number of Pro	Ject Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Charges (netara
Number of Change C	11012
4. Name and Address Public Agenty	
	AOHED
Name, Email, and Telephone Number of Pro	iect Manager
Name, Eman, and Telephone Number 01110	Jeet Manager
Name and Description of Project	
	Original Date of Completion
Name and Description of Project Original Contract Amount	Original Date of Completion
Original Contract Amount Final Contract Amount	Final Date of Completion
Original Contract Amount	Final Date of Completion
Original Contract Amount Final Contract Amount	Final Date of Completion
Original Contract Amount Final Contract Amount Number of Change C	Final Date of Completion
Final Contract Amount Number of Change C For additional References, please add separa	Final Date of Completion
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Original Contract Amount Final Contract Amount Number of Change C For additional References, please add separa	Final Date of Completion Orders te sheets.
Original Contract Amount Final Contract Amount Number of Change C For additional References, please add separa Mones S. Pack, President NAME OF BIDDER MAME OF BIDDER	Final Date of Completion Orders te sheets.
Original Contract Amount Final Contract Amount Number of Change C For additional References, please add separa	Final Date of Completion Orders te sheets.

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SEQUEL CONTRACTORS, INC.

ST. LIC #610600A 13546 IMPERIAL HWY SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

STATEMENT OF EXPERIENCE

1. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

2. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

3. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

4. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

5. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

CITY OF SOUTH GATE 8650 CALIFORNIA AVE. SOUTH GATE, CA 90280 (562) 968-4860 ELIAS SAIKALY GARFIELD AVE STREET IMPROVEMENTS

\$4,576,975.00 JUNE 2024

CITY OF INDUSTRY 15625 MAYOR DAVE WAY INDUSTRY, CA 91744 (562) 896-2260 CHRIS LUM GALE AVENUE IMPROVEMENT PROJECT

\$2,159,926.00 JULY 2024

CITY OF SOUTH GATE 8650 CALIFORNIA AVENUE SOUTH GATE, CA 90280 (323) 562-9574 KEN TUONG RESIDENTIAL STREET REHAB PHASE I-III

\$7,450,000 JANUARY 2024

CITY HAWTHORNE 4455 W. 126TH STREET HAWTHORNE, CA 90250 (310) 349-2980 JESUS VALESQUEZ NORTH MOBILITY ENHANCEMENTS

\$6,641,605 SEPTEMBER 2024

CITY OF LYNWOOD 11330 BULLIS RD. LYNWOOD, CA 90262 (310) 603-0220 MIR FATTAHI CIP PRIORITY 2 STREET IMPROVEMENTS

\$1,148,000.00 MAY 2023

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A 13546 IMPERIAL HWY SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

STATEMENT OF EXPERIENCE

6. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

7. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

8. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

9. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE

10. OWNER: ADDRESS:

> PHONE NO.: CONTACT: PROJECT:

PROJECT AMOUNT: COMPLETION DATE:

CITY OF INGLEWOOD 1 MANCHESTER BLVD. INGLEWOOD, CA 90301 (310) 412-5111 HUNTER NGUYEN CITYWIDE STREET AND ALLEY IMPROVEMENTS

\$5,988,644.00 SEPTEMBER 2024

CITY OF BELLFLOWER 16600 CIVIC CENTER DRIVE BELLFLOWER, CA 90706 (562) 755-7158 FRANK PRECIADO LOCAL STREET GRIND AND PAVE

\$532,920.60 MARCH 2024

.

CITY OF INDUSTRY 15625 MAYOR DAVE WAY INDUSTRY, CA 91744 (626) 956-8034 JERRY PEREZ ROLAND STREET IMPROVEMENT PROJECT \$2,789,000.00

DECEMBER 2023

CITY OF SAN DIMAS 245 BONITA AVE. SAN DIMAS, CA 91773 (909) 477-9137 BRANDON SLATER EATON ROAD IMPROVEMENTS

\$784,477.00 MAY 2023

CITY OF LAWNDALE 14717 BURIN AVE LAWNDALE, CA 90260 (310) 973-3265 NICK PETREVSKI RESIDENTIAL STREET REHABILITATION

\$2,028,653.77 NOVEMBER 2024

City of Lawndale, 4717 BURIN STREET, LAWNDALE, CA 90260

Name and Address of Public Agency

Nick Petrevski NPetrevski@lawndalecity.org

Name, Email, and Telephone Number of Project Manager

FY 22/23 RESIDENTIAL STREET REHABILITATION PROJECT

Asphalt and Concrete Improvements

Name and Description of Project

\$1,989,388.32

Original Contract Amount

2,028,653.00

Final Contract Amount

11/24

11/24

Final Date of Completion

Original Date of Completion

Number of Change Orders¹

2. City of Lawndale, 4717 BURIN STREET, LAWNDALE, CA 90260

Name and Address of Public Agency

Kevin Moghadasi kmoghadasi@lawndalecity.org

Name, Email, and Telephone Number of Project Manager

FY 2020/21 ANNUAL STREET IMPROVEMENT PROJECT, PROJECT NO. 2021-7 AND NO. 2021-8

Asphalt and Concrete Improvements

Name and Description of Project

1,320,250	4/22
Original Contract Amount	Original Date of Completion
\$1,339,209	4/22
Final Contract Amount	Final Date of Completion
Number of Chan	ge Orders 1

3. City of Lawndale, 4717 BURIN STREE	ET, LAWNDALE, CA 90260
Name and Address of Public Agency	
Kevin Moghadasi kmoghadasi@lawn	idalecity.org
Name, Email, and Telephone Number of	Project Manager
147th Street From Hawthorne Blvd. 1	to Prarie Ave.
Asphalt and Concrete Improvements	
Name and Description of Project	
1,690,250	<u>6/15/21</u>
Original Contract Amount	Original Date of Completion
1,713,199	<u>6/15/21</u>
Final Contract Amount	Final Date of Completion
Number of Chan	ge Orders ⁵
4. City of Lawndale, 4717 BURIN STREE	ET, LAWNDALE, CA 90260
Name and Address of Public Agency	
Kevin Moghadasi kmoghadasi@law	ndalecity.org
Name, Email, and Telephone Number of	
145 Street Improvment Project	
I	
Asphalt and Concrete Improvements	
Name and Description of Project	
\$450,000.00	6/19
Original Contract Amount	Original Date of Completion
\$450,000.00	6/19
Final Contract Amount	Final Date of Completion
Number of Chan	ge Orders
For additional Defenses and a	navata alegata
For additional References, please add se	parate sheets.
mmes 5. Poch, President	- DATE GUILDE
NAME OF BIDDEK	DATE 6/11/2.5
ATT	
SIGNATUREOF BIDDER	
le de	,

K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing. Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: Address: DTSellar 31941 Silk Vine Dr. 92596 Description of Work: CSLB Contractor License No. DIR Registration No. 999662 1000993264 Dollar Amount of Work & % of Work $\frac{1}{50,000}$ 8.3 $\frac{1}{2}$ Phone No. 714) 448-2369 Address: Sub-Contractors Name: 614 Ectrhoff St. 92868 Case Struey Description of Work: SUIVIY CSLB Contractor License No. DIR Registration No. 1000001533 65411 Dollar Amount of Work & % of Work $4/.750^{22}$ Phone No. 714)628-8948 2.3% Address: ZOUO E. Steel Road, Colton CA 92324 Sub-Contractors Name: (a) Stripe Description of V Stripe CSLB Contractor License No. DIR Registration No. 1000001100 685387 Dollar Amount of Work & % of Work Phone No. 909 664-7179 1.67.

Sub-Contractors Name:	Address:	
Description of Work:		
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

Sub-Contractors Name:	Address:	
Description of Work:		
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: 12.2 % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

DT Sellar

1	No	Previous	Work	in Lours d	ale
L T	1 1 1 1	CDIPA			

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

CASE SUIVEY

1. CATY OF LAWNDALE (SUB TO GENERAL CONTRACTOR : SEPHEL CONTRACTORS) Name and Address of Public Agency
MIKE MAHLER (Sequel CONTRACTORS) MIKE & SEQUELCONTRACTORS COM, 662-802-7227 Name, Email, and Telephone Number of Project Manager
FY 22/23 RESIDENTIAL STREET REHABILITATION PROJECT
MONUMENT REDERVATION & CONSTRUCTION STAKING
\$ 41,350,00 UNKNOWN
<u>11/12/2024</u>
Final Contract Amount Final Date of Completion Number of Change Orders 0
2. CITY OF LAWNDALE (SUB TO HARDY & HARPER) Name and Address of Public Agency
JOHN GODINHO (HARDY & HARPER) JGODINHO @HARDYAND HARPER. COM, 760-276-0642 Name, Email, and Telephone Number of Project Manager
REDONDO BEACH BLUD, STREET IMPROVEMENT PROJECT
MONUMENT PRESERVATION & CONSTRUCTION STALING Name and Description of Project
\$ 14,600.00 UNKNOWN
Original Contract Amount Original Date of Completion
\$ 14,930.00 2/3/2023
Final Contract Amount Final Date of Completion
Number of Change Orders /

Cal	Stripe	
All contact information for references must be $(\cdot) = (\cdot) + (\cdot)$		
1. <u>(14</u> of) Name and Address of Public Agency	- WOEVE	
Name and Address of Fubic Agency		
Kalvino Oci 310-9 Name, Email, and Telephone Number of Pro	<u>/3 ~ 8/66</u>	
Tvanie, Elitari, and Telephone Tvumber of Pro		0
2020 Annual Arrest Formy	rovenent	project # 2020-5, 2020 ~C
Name and Description of Project		
	5/	121
Original Contract Amount	Original	Understand Date of Completion
54,883-		
Final Contract Amount	Final D	1/21 Date of Completion
Number of Change C	Orders Z	
2.		
Name and Address of Public Agency		
Name, Email, and Telephone Number of Pro	oject Manager	
Name and Description of Project		
Original Contract Amount	Original	Date of Completion
Final Contract Amount	Final E	Date of Completion
Number of Change C	Orders	

1. Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders_____

2._

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders_____

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & **BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

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:

X The Contractor is not:

Date:

- (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:Thomas S. Pack	
Title: President	
Sequel Contractors Inc	
Date: 6/11/25	

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: Seque	Sequel Contractors Inc			
DIR Registration Number:	1000003521			
DIR Registration Expiration:	6/30/27			
Small Project Exemption:	Yes or X No			

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. Failure to submit this form or comply with any of the above requirements may result in a

finding that the bid is non-responsive.

guel Contractors Inc Name of Bidder Signature Thomas S. Pack President Name and Title 6/11/25 Date

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>Sequel Contractors, Inc.</u>, (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, and work being:

BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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

<u>Merchants Bonding Company (Mutual)</u> a corporation organized and existing under the laws of the State of <u>iowa</u>, 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 <u>Ten percent of the total amount of the bid</u> Dollars (\$ <u>10%</u>) 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 THE	EREOF, we have l	hereunto, set our hands and	seals this 3rd
day of	June	, 2025		
			Sequel Contractors The	X,
			Principal X	
			By AAAA	
			Title/Thomas S. Plic	k, President
		-	nts Bonding Company (Mutual)	CONTRACTOR -
		Surety	Den a Den	Sale COMP.
		Ву	Vory G. Kep	- Oliza da
			A. Rapp Attorney in Fact	(C) (C)
		Title		(1) (3) -0-

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 Anjeles)	
On 6/3/25 before me,	Daniel Bustamante, Notary Public
Date personally appeared <u>homes</u> 5. Pack	Here Insert Name and Title of the Officer
	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(iee), and that by his/her/their signature(e) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

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	ю.	
Title or Type of	Document:		
Document Date:		Number of Pages:	
	Than Named Above:		
Capacity(ies)	Claimed by Signer(s)		
Signer's Name:		Signer's Name:	
Corporate Officer - Title(s):		Corporate Officer – Title(s):	
	Limited 🗌 General		Limited 🛛 General
🗆 Individual	Attorney in Fact	Individual	Attorney in Fact
□ Trustee	Guardian or Conservator	□ Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Representing:			esenting:

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ACKNOWLEDG	IENT
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 ofOrange)	
	a Swanson, Notary Public ert name and title of the officer)
personally appeared <u>Douglas A. Rapp</u> who proved to me on the basis of satisfactory evidence subscribed to the within instrument and acknowledged t his/ hei/their authorized capacity(ies), and that by his/ he person(e), or the entity upon behalf of which the person	o me that he/ she/they executed the same in //thei r signature (s) on the instrument the
I certify under PENALTY OF PERJURY under the laws paragraph is true and correct.	of the State of California that the foregoing
WITNESS my hand and official seal.	DEBRA SWANSON COMM. # 2502022 R
Signature Delha Awanson (Se	ORANGE COUNTY NOV 10 2028

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Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Douglas A Rapp; Timothy D Rapp

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June 2025



/aylo By

MERCHANTS BONDING COMPANY (MUTUAL)

MERCHANTS NATIONAL BONDING, INC. MERCHANTS NATIONAL INDEMNITY COMPANY

President

COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective <u>Boa</u>rds of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2025.



tal &m

Secretary

Attachment E



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for _proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.



WITH THE FOLLOWING

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 specifications posted on the City website: https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for _proposals

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGEs 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for___proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK REPLACEMENT PROJECT

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.

1	ATTEST:
I	principal:
1	Address:
120	By:
	litle:

ONYX PAVING COMPANY, INC.	
22707 LA PALMA AVE, YORBA LINDA, CA 93	2887
10	E.
COREY R. KIRSCHNER - CEO	
	1



CITY OF LAWNDALE CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

June 2025 City of Lawndale

NOTICE INVITING BIDS

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

The project includes, but is not limited to, pavement improvements, pavement resurfacing, utility adjustments, traffic loop replacement, replace traffic signing, thermoplastic striping and pavement markings, traffic control, removal and replacement of sidewalk at multiple locations; removal and installation of ADA curb ramps; removal and replacement of curb and gutter; removal and disposal of brick and concrete in the parkway within the City of Lawndale.

All sidewalk and access ramp removals shall be replaced within 72 hours. Traffic control plans are required as part of this project to maintain uninterrupted safe vehicular and pedestrian traffic throughout the work areas.

The engineer's cost estimate for the project is approximately \$2,179,213. License requirement is a valid **State of California Contractors License Class "A"**.

The duration of the project is 80 working days.

All bids must be submitted to the office of the City Clerk of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260, until **2 P.M. on Wednesday, June 11, 2025**. Thereafter, said bids will be publicly opened and ready in the Council Chambers of said City.

Each proposal must be accompanied by a cash deposit, a certified or cashier's check, or a Bidder's bond, made payable to the City of Lawndale, in an amount not less than 10 percent of the total bid submitted.

The successful Bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the Contract price, a payment bond in the amount of 100 percent of the Contract price, all in the attached form satisfactory to the City Attorney. The successful Bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at: <u>http://www.dir.ca.gov/dlse/dlsePublicWorks.html.</u>

The Contractor must be registered with the Department of Industrial Relations at the time of bid. Contractor's registration available at:

https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive and responsible Bidder.

Please submit any questions related to this bid to the project manager, Nick Petrevski, at 310-973-3265, or by email at <u>npetrevski@lawndale.ca.gov</u> no later than **12 P.M. on Thursday, June 5, 2025**.

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City of Lawndale

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

I. PROJECT DESCRIPTION AND UNDERSTANDING

The City has designed a project for pavement improvements, pavement resurfacing, reconstruct sidewalks at various locations throughout the City as shown on the Plans. The project will provide concrete repairs to sidewalks, ADA curb ramps, driveway approaches, and curb and gutter; asphalt removal and replacement; and striping replacement as necessary as described in the specifications on file with the City's Public Works Department.

Traffic Control Plans are required to be submitted as part of this project to maintain uninterrupted safe vehicular and pedestrian traffic throughout the work areas.

All sidewalk and access ramps shall be replaced within 72 hours of removal.

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II. NOTICE TO BIDDERS

<u>Prospective Bidder</u>: To be considered as a responsive Bidder you must send an email to the project manager, Nick Petrevski, at <u>npetrevski@lawndale.ca.gov</u> and provide the following information: Contractor Name, Contractor Address, Contractor Email, Contractor Phone, Contractor Contact Person.

<u>**Pre-bid Meeting:**</u> No pre-bid meeting will be held for this project. However, each prospective Bidder shall familiarize itself with the plans and work site(s) to satisfy itself that it has the abilities and resources to complete the work.

<u>Bid Documents</u>: Bid Documents, including but not limited to specifications and proposal forms, will be available for download on the City website, accessible through the webpage at:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for_p_roposals_

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 <u>npetrevski@lawndale.ca.gov</u> no later than **12 P.M. on Thursday, June 5, 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, June 11, 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 and 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, reasonably acceptable by the city. 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: Rescurit 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, 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.

<u>Contractor's Registration with the Department of Industrial Relations (DIR)</u>: 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.

<u>Compliance Monitoring and Enforcement</u>: 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 on Planet Bids.

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. Bidding 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 of Work
- K. Subcontractors List
- L. Iran Contracting Act Certification
- M. Public Works Contractor Registration Certification
- N. Addenda (if applicable)

<u>Contract</u>: 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
- 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
- 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 electronically through Planet Bids.

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.

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.

<u>Payment</u>: Refer to the Contract Agreement for payment information. Contractor shall submit progress payment requests on City approved form.

<u>Required Bonds</u>: 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 two (2) 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 approval of the City.

<u>Rejection of Proposals</u>: 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.

<u>Agents</u>: 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.

<u>Withdrawal of Proposals</u>: 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.

<u>Insurance</u>: 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.

<u>City Business License and Permits</u>: 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 rightof-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.

<u>Approximate Estimate</u>: 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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

<u>Relief of Bidders</u>: If the Bidder claims a mistake was made in his 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.

<u>Award of Contract</u>: 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 after 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. 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 him 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.

<u>Return of Proposal Guaranties</u>: 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.

<u>Oualifications of Bidders</u>: 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.

<u>Non-discrimination</u>: 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.

<u>Sub-Contractors</u>: Bidders must list the name, address of the place of business, Contractor license number, and DIR registration number for each sub-Contractor to be responsible for more than 1/2 of 1% of the total bid, and the portion of the job for which that sub-Contractor is responsible. Only one sub-Contractor 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 the Public Works Contractor Registration CerOMICATRAVINGEOMPRANT Need, 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 Designation of Subcontractors form.

<u>Claim Procedures</u>: Bidders are instructed to refer to the Contract Documents, including by way of illustration and not by limitation the Contract Agreement.

<u>**Protest Procedures**</u>: Bidders may file a "protest" of a Bid with the 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 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

CONTRACTOR: ONYX PAVING COMPANY, INC.

Date: 6/6/2025

City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

TO:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

COREY R. KIRSCHNER - CEO

Contractor Signature

1000004798

PWCR Registration Number



B. BIDDING SCHEDULE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	82,000	82,000
2	1	LS	Construction Survey & Staking	309-4	45,000	45,000
3	1	LS	Furnish Traffic Control	601	111,000	111,000
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	28,000	28,000
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	0.37	182,990.5
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	137	846,934
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9))]	56,277
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	13.69	194,740.2
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	18	88,865
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	9,630	38,520

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	888	10,656
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	45	38,385
13	42	EA	Adjust existing Manhole to Grade	403-5),)))	46,662
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	111	10,212
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	11,497,22	11,497,22
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	9,630	19,260

(Total Bid in Figures)

(Total Bid in Words) (Me million eight hundred eleven 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

17

COREY R. KIRSCHNER - CEO

State License #: 630360

Contractor Company Name: ONYX PAVING COMPANY, INC.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>Onyx Paving Company, Inc.</u>, (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, and work being:

BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>America Insurance Corporation</u> a corporation organized and existing under the laws of the State of <u>Missouri</u>, 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 <u>Ten Percent of the Total Amount Bid ------</u> 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.

	INV	WITNESS THEREOF, w	have hereunto, set our hands and seals this6th
day of	June	, 2025	
			Onyx Paving Company, Inc.
			Principal
			By
			Title Covey R. Kirschner - CEO
and the file		TIONS AMERIC	
S. alline and a	1.	ORPORAL W	Swiss Re Corporate Solutions America Insurance Corporation
C. C			Surety
		SEAL M	By Mayal
		1072	Zyanya Hernandez, Attorney-in-Fact
C. L	15	MISSOUR ROM	Title
Continued	11	NOIL	
1 (() ()		and an	19

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 Ca	alifornia)			
County of	Ora	ange)			
On	June 6, 2025	before me,		_eslie Roch	a, Notary Public	,
	Date		Here II	nsert Name	and Title of the Officer	
personally	appeared Corey	R. Kirschner		1	/	
			Name(s) of Signer(s)	

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/axe subscribed to the within instrument and acknowledged to me that he/sixe/they executed the same in his/hxer/their authorized capacity(ies), and that by his/hxer/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.

LESLIE ROCHA ary Public - California Orange County Signature Commission # 2484949 My Comm. Expires Mar 19, 2028

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	1		
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Than I	Named Above:		
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
Corporate Officer — Title(s):	Corporate Officer — Title(s):		
Partner — Limited General	Partner — Limited General		
□ Individual □ Attorney in Fact	Individual Attorney in Fact		
Trustee Guardian or Conservator	□ Trustee □ Guardian or Conservator		
Other:	□ Other:		
Signer Is Representing:	Signer Is Representing:		

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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 JUN 0 6 2025	_ before me, _	Melissa A. Lopez, Notary Public	
Date		Here Insert Name and Title of the Officer	_,
personally appeared Zy		anya Hernandez	
		Name(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

Signature Signature of No

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.

	Attached Document			
Title or Type of	Document:	Docu	ment Date:	
	es: Signer(s) Other Than			
	laimed by Signer(s)			
Signer's Name:		Signer's Name:		
Corporate Of	ficer — Title(s):	Corporate Officer — Title(s):		
Partner -	Limited 🗆 General	Partner – Limited General		
Individual	Attorney in Fact	Individual	Attorney in Fact	
Trustee	Guardian or Conservator		Guardian or Conservator	
Other:		Other:		
Signer Is Representing:		Signer Is Repre	senting:	

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Notary A	Acknowledgment				
A notary public or other officer completing this cert verifies only the identity of the individual who sign document to which this certificate is attached, and truthfulness, accuracy, or validity of that document.	tificate the not the				
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 sub he/she/they executed the same in his/her/their authori instrument the person(s), or the entity upon behalf of wh	scribed to the within instrument and acknowledged to me that zed capacity(ies), and that by his/her/their signature(s) on the hich the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the law and correct.	vs of the State of California that the foregoing paragraph is true				
	WITNESS my hand and official seal.				
Signature of Notary Public					
0	PTIONAL				
G	by law, it may prove valuable to persons relying on the locument				
and could prevent fraudulent removal and	d reattachment of this form to another document.				
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT				
IndividualCorporate Officer					
Title(s)	Title or Type of Document				
" Partner(s) " Limited					
" General	Number of Pages				
Attorney-In-FactTrustee(s)					
" Guardian/Conservator	Date of Document				
" Other:					
Signer is representing: Name Of Person(s) Or Entity(ies)					
ivanie Of reison(s) Of Ennity(165)					
	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	(74) Jossa .	
Erik Jansser	ns, Senior Vice President of SRCSAIC & Senior Vice Pre of SRCSPIC & Senior Vice President of WIC	sident
By	Sweld Jegrande	



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

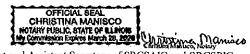
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

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 SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



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 6th day of June . 20 25

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

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

Name of Bidder: ONYX PAVING COMPANY, INC.

714-632-6699

Business Address: 22707 LA PALMA AVE, YORBA LINDA, CA 92887

Telephone No:

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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.

Respectful	lly submitted,				
ONYX PAVING COMPANY, INC.			C	CEO	
Contractor's Business Name			Contractor Signature	Title	
22707 LA PALMA AVE			COREY R. KIRSCHNER	CEO	
Business Address: Street			Ву	Title	
YORBA LIN	IDA, CA 92887		630360; A, C12	Sector Child	
City	State	Zip	Contractor's License No	o. and Classification	
714-632-669	99		6/6/2025		
Business Phone Number COREY R. KIRSCHNER - CEO			Date	TELE .	
			22707 LA PALMA AVE	al succession	
Name	Tit	le	Residence: Street	Contraction (c)	
YORBA LIN	IDA, CA 92887		714-632-6699		
City	State	Zip	Residence Phone Num	ber	

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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination 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 6/6/2025

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

PLEASE SEE ATTACHED REFERENCES.

G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 1777.1 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	corre	ect. Executed this	day of
JUNE 2025	, at	YORBA LINDA , CA	(place of execution), California.

Signature:	
Name: COREY R. KIRSCHNER	
Title: CEO	
Name of Company: ONYX PAVING COMPANY, INC.	and and a second second
1 5	

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the <u>CEO</u> of <u>ONYX PAVING COMPANY, INC.</u>, 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 <u>6/6/2025</u> [date], at <u>YORBA LINDA</u> [city], <u>CALIFORNIA</u> [state].

ONYX PAVING COMPANY, INC.

NAME OF BIDDER

SIGNATURE OF BIDDER

22707 LA PALMA AVE,

ADDRESS OF BIDDER

YORBA LINDA, CA 92887 CITY STATE ZIP

J. REFERENCES OF WORK

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

PLEASE SEE ATTACHED REFERENCES.

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All contact information for references must be current.

1. CITY OF LAWNDALE - 14717 BURIN AVE,	LAWNDALE, CA 90260			
Name and Address of Public Agency				
NICK PETREVSKI - NPetrevski@lawndale.ca.gov 310-973-3265				
Name, Email, and Telephone Number of Pr	oject Manager			
PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION				
ASPHALT REMOVAL & REPLACEMENT				
Name and Description of Project				
\$486,486	MAY 2024			
Original Contract Amount	Original Date of Completion			
\$601,000	MAY 2024			
Final Contract Amount	Final Date of Completion			
2. <u>CITY OF LAWNDALE - 14717 BURIN AVE,</u> Name and Address of Public Agency <u>NICK PETREVSKI - NPetrevski@lawndale.ca</u> Name, Email, and Telephone Number of Pr <u>CDBG 602487-22 Various Locations ADA Side</u>	a.gov 310-973-3265 roject Manager			
Name and Description of Project				
\$282,000	APRIL 2025			
Original Contract Amount	Original Date of Completion			
\$319,640.80	APRIL 2025			
Final Contract Amount	Final Date of Completion			
Number of Change	Orders			

3. CITY OF DOWNEY-11111 BROOKSHIRE AVE, Name and Address of Public Agency	DOWNEY, CA 90241	
BRIAN ALENAN - 562-904-7110		
Name, Email, and Telephone Number of Project	Manager	
RESIDENTIAL STREET PAVEMENT REHABILITAT	ION PROJECT, AREA (5 & 7
STREET IMPROVEMENTS		
	х. Х	
Name and Description of Project		
\$7,337,000.00	MAR 2025	
Original Contract Amount	Original Date of C	Completion
\$8,897,979.99	MAR 2025	
Final Contract Amount	Final Date of Co	ompletion
Number of Change Orde	rs6	
4. <u>CITY OF EASTVALE - 12363 LIMONITE AVE #91</u> Name and Address of Public Agency CHUCK STAGNER 714-925-4628 cstagner@	0, EASTVALE, CA 9175 eastvaleca.gov	52
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 Co	ompletion
Number of Change Orde	ors5	
For additional References, please add separate s	heets.	*
ONYX PAVING COMPANY, INC. NAME OF BIDDER	DATE 6/6/2025	and all b (a)
COREY R. KIRSCHNER - CEO SIGNATURE OF BIDDER		

K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address:
Case and surveying inc.	Orange, CA
Description of Work:	
Survey	-
CSLB Contractor License No.	DIR Registration No.
6911	Dollar Amount of Work & % of Work
Phone No.	Dollar Amount of Work & % of Work
714-628-8948	39,750 2.19%
7 <i>I</i> /	7
Sub-Contractors Name:	Address:
Smithson eletric inc	orange, CA
Description of Work:	
Traffic 100Pg	
CSLB Contractor License No.	DIR Registration No.
614518	(000001610
Phone No.	Dollar Amount of Work & % of Work
714-997-9556	\$7,740 0.43%
Sub-Contractors Name:	Address:
LANDS Striping (C.K)	Otation C.N.
Description of Work:	R. C.
CSLB Contractor License No	2
COLD COntractor License No.	DIR Registration No.
5382H C.N	thomas have
Phone No. 909-947-8073 (C.K)	Dollar Amount of Work & % of Work 32,125,125,125,125,125,125,125,125,125,12

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address:	
BC traffic specialist	garden grove, CA	
Description of Work:		
striking and signing		
CSLB Contractor License No.	DIR Registration No.	
877686	1000407561	
Phone No.	Dollar Amount of Work & % of Work	
714-493-5906	22,590 1.25%	

Sub-Contractors Name:	Address:
6	
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

All contact information for references must be current.

1 Cil, of Anaheim / 200 S. Anaheim Blud, Anaheim CA Name and Address of Public Agency <u>German Rodriguez</u>, <u>GRodriguez 3@ englieran net</u> Name, Email, and Telephone Number of Project Manager 714-240-9540 Name and Description of Project \$ 91,507 <u>ΙΟ-25 - 24</u> Original Date of Completion Original Contract Amount \$91,503 Final Contract Amount IO-25-24 Final Date of Completion Number of Change Orders 2. <u>Caltrens - 12-000704</u> Name and Address of Public Agency Trvin Nguyen / 3251 4 University Drive #1 Name, Email, and Telephone Number of Project Manager 949-279-8590 Name and Description of Project <u>\$4</u> 4,077,005. ** Original Contract Amount Oct 2018 Original Date of Completion 8 4,077,005.00 Od 2018 Final Date of Completion **Final Contract Amount** Number of Change Orders

Ruley Herneyler 714 Name, Email, and Telephone Number of P.	-532-6455
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Final Contract Amount	Final Date of Completion
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Number of Change	Orders
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SMITHSON ELECTRIC, INC

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All contact information for references mus	t be current.	
1. City of Lawndale, Public Works Depa Name and Address of Public Agency	artment (subcontractor to FS Contractors)	
FS contact: Ying Kwan, 818-838-6040 Name, Email, and Telephone Number of Project Manager		
Prop A Concrete Bus Pad Installati	on #BN-2401-20	
Name and Description of Project		
4,000.00	04/12/2024	
Original Contract Amount	Original Date of Completion	
4,000.00	04/12/2024	
Final Contract Amount	Final Date of Completion	
Number of Change	e Orders 0	
2. City of Lawndale (Subcontractor 1 Name and Address of Public Agency	lo Hardy & Harper)	
Hardy contact: John Godinho, 7 Name, Email, and Telephone Number of I		
Redondo Beach Blvd Street Imp	provement 2021-02	
Name and Description of Project		
10,395.00	01/20/2023	
Original Contract Amount	Original Date of Completion	
14,415.00	01/20/2023	
Final Contract Amount	Final Date of Completion	
Number of Chang	e Orders	

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CASE LAND SURVEYING, INC.

All contact information for references must be current.

1. CHY OF LAWNDALE (SUB TO GENERAL CONTRACTOR : SE PHEL CONTRACTORS) Name and Address of Public Agency

MIKE MARLER (Sequel CATLICTORS) HIKE & SEQUELCONTRACTORS, Con, 562-802-7227 Name, Email, and Telephone Number of Project Manager

FY 22/23 RESIDENTIAL STREET REPABILITATION PROJECT

MONULENT REDERVATION & CONSTRUCTION STAKING Name and Description of Project

\$ 41,350,00 **Original Contract Amount**

UNKNOWN Original Date of Completion

641,350,00

Final Contract Amount

11 /12 / 20 Alf Final Date of Completion

0 Number of Change Orders

2. CITY OF LAWNDALE (SOB TO HARDY & HARPER) Name and Address of Public Agency

JOHN GODINHO (HLEDY & HARPER) SCODINHO CHARDYAND MARPER. COM, 760-276-0642 Name, Email, and Telephone Number of Project Manager

REDONDO BEACH BLUD, STREET IMPROVEMENT PROJECT

MONUMENT PRESERVATION & CONSTRUCTION STAKING Name and Description of Project

\$ 14,600.00 **Original Contract Amount**

UNKNOWN Original Date of Completion

\$ 14,930.00

Final Contract Amount

2/3/2023 Final Date of Completion

Number of Change Orders 1 Any previous work performed by a Subcontractor for the City of Lawadale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

NC Kennis L+C	Address: 13261 Gerden Crore Bl.1. Galden Grove cA. 92843
Description of Work: <u>Troffie</u> <u>Control</u> CSLB Contractor License No.	DIR Registration No.
877686 Phone No. 714-974-1190	1000407561 Dollar Amount of Work & % of Work
	\$25,000.00

Sub-Contractors Name:	Address:
None	
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work
Sub-Contractors Name:	Address:
None	
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

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 increases that the float lated above has reported off-part cless) vehicles to the California Ali Resources Space derotes contract they are in contributed with the 13 CCR, section 2449. All applicable vehicles correct points indicate completeness, place the reported and labeled, as epsement of Scinon 2449, with all possible completeness, place the certificate to null and void. **Continuous explores** 2/28/2026

- Jack Kitowski Chief, Neoble Source Control Division Celifornia Ale Recources Board Off-road Diesel First Identification

2694

To verify the manerability of this certificate, effective number of http://www.erb.ce.gov/doors/compliance_cert1.html

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:	L
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors:_____% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

- 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: 6/6/2025

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: ONYX PAVING COMPANY, INC.

DIR Registration Number: 1000004798

DIR Registration Expiration: 10/31/2025

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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

Date 6/6/2025

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



REFERENCES

PROJECT NAME: ANNUAL ROADWAY RESURFACING PROJECT FY 2022-2023

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - JUNE 2024

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$3,065,000.00

FINAL CONTRACT AMOUNT: \$3,408,313.69

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED REBAR TO ALL CONCRETE SPANDRELS AND CROSS GUTTERS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024 AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752 CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: 23/24 PAVEMENT REHABILITATION PROJECT PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS APPROXIMATE CONSTRUCTION DATES: APR 2024 - DEC 2024 AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780 CONTACT PERSON: ALI CAYIR 714-883-8677 ORIGINAL CONTRACT AMOUNT: \$3,609,000.00 FINAL CONTRACT AMOUNT: \$4,392,226.45 IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS. DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUATITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: \$2,020,000

FINAL CONTRACT AMOUNT: \$2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024 AGENCY: CITY OF LAWNDALE - 14717 BURIN AVE, LAWNDALE, CA 90260 CONTACT PERSON: NICK PETREVSKI 310-973-3265 ORIGINAL CONTRACT AMOUNT: \$486,486 FINAL CONTRACT AMOUNT: \$601,000 IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS. DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 5 & 7 PROJECT DESCRIPTION: STREET IMPROVEMENTS APPROXIMATE CONSTRUCTION DATES: JULY 2024 - MAR 2025 AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241 CONTACT PERSON: BRIAN ALENAN 562-904-7110 ORIGINAL CONTRACT AMOUNT: \$7,337,000.00 FINAL CONTRACT AMOUNT: \$8,897,979.99

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED CONCRETE WORK AND SLURRY SEAL LOCATIONS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: IRVINE CENTER DRIVE PAVEMENT REHABILITATION PROJECT DESCRIPTION: STREET IMPROVEMENTS APPROXIMATE CONSTRUCTION DATES: NOV 2024 - MAY 2025 AGENCY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618 CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689 ORIGINAL CONTRACT AMOUNT: \$7,595,000.00 FINAL CONTRACT AMOUNT: \$7,637,050.65 IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO PROJECT NAME: BID 7994 - 2022/2023 ARTERIAL AND MINOR STREETS MAINTENANCE, PHASE 2 **PROJECT DESCRIPTION: STREET IMPROVEMENTS** APPROXIMATE CONSTRUCTION DATES: AUG 2024 - FEB 2025 AGENCY: CITY OF RIVERSIDE CONTACT PERSON: STEVE HOWARD 951-712-3904 ORIGINAL CONTRACT AMOUNT: \$4,946,000.00 FINAL CONTRACT AMOUNT: \$4,866,359.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 23-24 LOCAL OVERLAY PAVEMENT REHABILITATIONS PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - OCT 2024

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCH CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$2,594,000.00

FINAL CONTRACT AMOUNT: \$2,646,054.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADD ADDITIONAL CONCRETE AND OVERLAY STREETS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



REFERENCES

GENERAL CONTRACTORS:	LOCATION:	AMOUNT:	
American Asphalt South, Inc.	Eastvale	\$365,000	
2990 Myers St.	Ventura	\$37,000	
Riverside, CA 92503	Ontario	\$595,000	
Ph: 909-427-8276	Palos Verdes Estates	\$174,000	
Contact: Tim Griffin	Santa Clarita	\$484,000	

Roy Allan Slurry Seal	La Mirada	\$222,000
12643 Emmens Way	Victorville	\$77,000 *
Santa Fe Springs, CA 90670	La Palma	\$107,000
Ph; 562-864-3363	San Clemente	\$432,000
Contact: Lawrence Allan	Buena Park	\$88,550
KASA Construction	Westminster	\$602,800

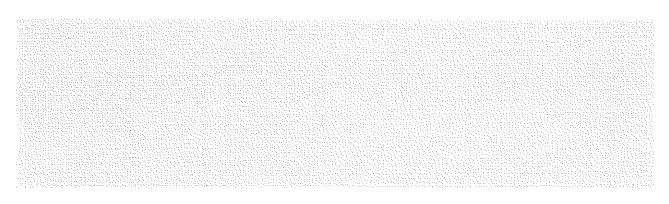
15148 Sierra Bonita Ln	El Monte	\$233,000	
Chino, CA 91710			
Ph: 909-457-8260			
Contact: Sam Kasbar			

Alabbasi Construction &	Menifee	\$51,000
Engineering	Coachella	\$45,000
764 W. Ramona Expressway, Suite C	Perris	\$68,900
Perris, CA 92571		
Ph: 951-776-9300		
Contact: Han Sohn		



Pavement Coatings Company	Los Angeles County	\$177,235
10240 San Sevaine Way	Manhattan Beach	\$115,000
Jurupa Valley, CA 91752	Upland	\$48,000
Ph: 951-934-4763		

Byrom Davey	East Los Angeles \$344,000
1232 Monte Vista Ave, Suite 5	Los Angeles \$333,000
Upland, Ca 91786	Anaheim \$30,000
Ph: 858-513-7199	
Contact: Julio Diaz	





ASPHALT RUBBER HOT MIX REFERENCES:

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
GMC ENGINEERING, INC.	Katella Ave. St. Improv	Los Alamitos	\$120,000.00
1401 Warner Ave, Ste B.	Various Projects		
Tustin, CA 92780			
Ph: 714-247-1040			
Fx: 714-247-1041			
Contact: Gennady Chizik			
R.D OLSON CONSTRUCITON, INC.	Lido House Hotel	Newport Beach	\$193,105.00
2955 Main Street, 3 rd Floor			
Irvine, CA 92614			
Ph: 949-474-2001			
Fx: 949-474-1534			
Contact: Jeremy Dunn			

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT BIDS@ONYXPAVING.COM



CREDIT REFERENCES

PACIFIC CONST. GROUP

ERICKSON-HALL CONST. CO.

ONYX PAVING COMPANY, INC. 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

PHONE: 714-632-6699 FAX: 714-632-1883	DATE ESTABLISHED: 01 TYPE OF WORK: ASPH/	, 0 () 2000	RP TAX ID: #33-0394344 NTRACTORS LIC. # 630630-A			
CFO: RICHARD DEVOS		2890 E. LA CRESTA AVE. ANAHEIM, CA 92806				
BANK: BMO BANK N.A.		320 S. CANAL ST. CHICAGO, IL 60606 CHRISTINA LEON 949-404-0019				
INSURANCE AGENT: WOOD GU	TMANN & BOGART	15901 REDHILL AVE., STE 100, TUSTIN, CA 92780 MICHAEL TRAN 714-824-8384				
SURETY AGENT: PERFORMANC	E BONDING SURETY & II	NSURANCE BROKERAGE 15901 RED HLL AVE., SUITE 100, TUSTIN, CA 92780 ERIK JOHANSSON 714-505-7011				
CREDIT REFERENCES:						
MATICH CORPORATION	•	IIGHLAND, CA 92346 ICHCORP.COM	TERI WILEY 909-382-7400			
KELTERITE CORPORATION		ORN AVE., DOWNEY CA 902 [,] @KELTERITE.COM	1 MIRIAM AVILA-RAMOS 562-401-0011			
HOLLIDAY ROCK CO., INC.		ON AVE., UPLAND, CA 91786 DLLIDAYROCK.COM	AMBER LUSSIER 909-982-1553 EXT: 1001			
GENERAL CONTRACTOR REFE	RENCES:					
FULLMER CONSTRUCTION BYROM-DAVEY, INC.		E AVE., ONTARIO, CA 91761 NG CREEK DR. SOUTH #103	CASEY JONES 909-947-9467 STEVE DAVEY 858-513-7199			

17895 SKY PARK CIR., IRVINE, CA 92614

500 CORPORATE DR., ESCONDIDO, CA 92069

MARK BUNDY 949-748-1500

JUSTIN SINNOTT 760-769-7700



Corey Kirschner - CEO

Corey Kirschner is a seasoned leader with over 25 years of experience fueling growth in the construction industry, particularly in asphalt paving for city municipalities. Known for sharp organizational skills and a proactive approach, Corey has been instrumental in strengthening Onyx Paving's position among the top-tier General Contractors in Southern California. Since taking ownership of Onyx Paving in 2018, a company with a distinguished 30-year legacy, Corey has driven the company to surpass \$120 million in annual revenue. With an eye for forecasting, budgeting, and crafting innovative solutions, Corey consistently navigates market challenges to deliver exceptional results, earning widespread respect and trust in the industry.

Jay Kirschner – Vice President

Jay Kirschner is Vice President at Onyx Paving since 2018. Jay takes pride in building strong, collaborative relationships with city agencies, fosters trust and open communication, ensuring projects align with municipal goals and community needs. By overseeing project managers and cultivating lasting partnerships, Jay drives seamless project delivery and upholds Onyx Paving's reputation as a trusted leader in Southern California's asphalt paving industry.

Justin Kirschner – Director of Operations

Justin Kirschner came on board with Onyx Paving in 2018. He has become a key leader managing daily operations across Southern California. He directly oversees over 20 foremen who lead a team of 150+ field employees, while keeping projects on track. Justin handles the job schedule and oversees a large fleet of equipment, working closely with the shop manager and mechanics to ensure the equipment is well-maintained and safe. Known for keeping teams efficient and meeting deadlines, Justin is quick to adapt, find solutions, and shift resources when needed. His practical approach and problem-solving skills strengthen Onyx Paving's reputation for dependable, high-quality results.

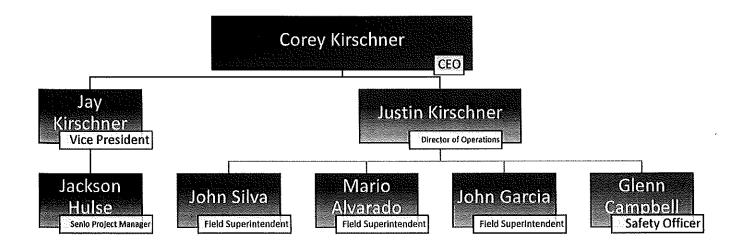
<u>Glenn Campbell – Safety Manager</u>

Glenn Campbell serves as Onyx Paving's dedicated Safety Manager, focusing entirely on ensuring compliance, workplace safety, and thorough employee onboarding with comprehensive training. With over 20 years of experience consulting for major highway and bridge contractors, Glenn chose to bring his expertise to Onyx Paving and make it his professional home. His approach to safety mirrors his role as head running back coach for Mater Dei football, where he fosters a team-oriented culture built on trust and care. Glenn instills a mindset where the field is his team, and he prioritizes the well-being of every employee thus cultivating a strong safety-first environment at Onyx Paving.

General Superintendents

John Garcia, Mario Alvarado and John Silva have over 60 years of combined experience and form the backbone of Onyx Paving's field operations. They are responsible for overseeing on-site laborers, cement masons, and operating engineers, ensuring projects are completed safely, on time, and in alignment with both city requirements and internal operational goals. Their deep expertise and hands-on leadership drive the successful execution of asphalt paving and concrete improvement projects across Southern California, maintaining Onyx Paving's commitment to quality and reliability in every job.





BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and our Field Superintendent oversee 100% of all current project in attached backlog.

Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Field Superintendents

- Lead and manage on-site laborers and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

Marlo Richardson, Board Citair Ris Eccase isti is not transfera upon demandra for any rea	Witness Issue	a- General C12 - Ea	to engage in the business or act in t	Licen	ONYX PA	Pursuant to Chapter 9 of D and the Ruics and Reguit the Registrar of Com	Q	
This Scenes is the property of the Registrar of Contractors. is not transformedia, and shall be reformediated the Registrar upon demand when suspended, revolued, or isosidated for any reason, it becomes would indt contract.	Witness my hand and seal this day, January-4, 2019 Issued October 9, 1993	A- GENERAL ENGINEERING CONTRACTOR C12 - EARTHWORK AND PANING	to engage in the business or act in the capacity of a contractor in the tokowing classifications:	License Number 630360	ONYX PAVING COMPANY INC	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 horeby issue this locase to:	poset(S.T.A.T.E
David R. Fogt, Registrar of Contractors	XX X		ssificabans:			•. Ř	ICENSE BOARD	OF TALISOBNIA

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eCPR Public Search Log in

Public Works Support

Contractors

Projects

Register

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
СА
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

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	

ONYX PAVING COMPANY, INC.

Contractor mailing address1

2890 E. LA CRESTA AVENUE

Contractor wc carrier

Zurich American Insurance Compamy

Checked



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eCPR Public Search

DW

DW David Wiltfong

Public Works Support

Logout

Contractors

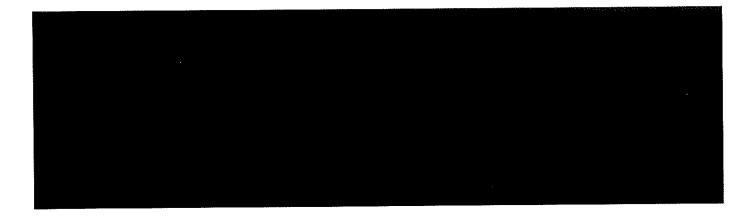
Projects

Services

Your information \bullet

TRANSACT0003992	
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
<u>Click.here</u>
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 20th, 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

<u>WHEREAS</u>, 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.

<u>WHEREAS</u>, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

<u>WHEREAS</u>, 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.

<u>RESOLVED FURTHER</u>, 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.

🐡 2890 E. La Cresta Ave., Anaheim, CA 92806 🏶 714-632-6699 🏶



<u>RESOLVED FURTHER</u>, 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.

CoreyAirschner

Chief Executive Officer

Anthony Steen

President

Richard DeVos Chief Financial Officer

Jay Kirsonner Vice President, Secretary, Treasurer

🗢 2890 E. La Cresta Ave., Anahelm, CA 92806 🗢 714-632-6699 👁

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, cilizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER CEO, PRES, VP, SEC, TREA



Departe	Ctober 2018) ment of the Treasury Revenue Service	send to the IRS.		
e,	1 Name (as shown ONYX PA 2 Business name/c	► Go to www.irs.gov/FormW9 for instructions and the latest information. on your income tex return). Name is required on this line; do not leave this line blank. VING COMPANY, INC. isregarded antity name, if different from above.		
on page	Check appropriation following seven to Individual/solution single-member	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
Print or type. Specific Instructions	Note: Check LLC If the LLC another LLC	y company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) the appropriate box in the line above for the tax classification of the single-member owner. Do not check is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is hat is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that i from the owner should check the appropriate box for the tax classification of its owner.		
See Spec	Other (see inc 5 Address (numbe 2890 E, LA	(Applies to accounts methoded outside the U.S.) and address (optional)		
	6 City, state, and 2 ANAHEIM, C			
	7 List account nun	ber(a) here (optional)		
Pa	ti Taxpa	yer Identification Number (TIN)		
back resid	up withholding. Fo ent alien, sole prop es, it is your emplo	individuals, this is generally your social security number (SSN). However, for a ristor, or disregarded entity, see the instructions for Part I, later. For other yer identification number (EIN). If you do not have a number, see How to get a or	curity number	
		n more than one name, see the instructions for line 1. Also see What Name and use for guidelines on whose number to enter.	r identification number	

Request for Taxpayer

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ation Number and Cortification

Part II Certification

Form W-9

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3.1 am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(e) 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 management gala, 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 ►	A	- /
		1	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An Individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

. Form 1099-INT (Interest earned or paid)

Date > 03/27/2024

 Form 1099-DIV (dividends, including those from stocks or mutual funds)

 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

3 3 - 0 3 9 4 3 4

- 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.

Form W-9 (Rev. 10-2018)

Give Form to the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/12/2024

CE BE	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.								
lf :	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject s certificate does not confer rights t	to th	ie tei	ms and conditions of th	e polic	y, certain p	olicies may ı		
PRODUCER Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue					Contact endorsement(s). CONTACT Michael Tran PHONE (A/C, No, Ext): 714-824-8384 (A/C, No): 714-573-1770 E-MAIL ADDRESS: michael.tran@wgbib.com				
	tin CA 92780				HUUNG			IDING COVERAGE	NAIC #
				License#: 0F69771	INSURE	RA: America	n Zurich Insu	rance Comp	40142
INSUI Onv	RED IX Paving Company, Inc.			ONYXPAV-01	INSURE	кв: Zurich A	merican Insu	rance Comp	16535
289	0 E. La Cresta Avenue				INSURE	R c : Scottsda	le Indemnity	Co	15580
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TH IN CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	s of 1 Equip Pert Poli	NSUF REME AIN, CIES.	RANCE LISTED BELOW HAV NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of an' Ed by	Y CONTRACT THE POLICIE REDUCED BY	O THE INSURE OR OTHER I S DESCRIBED PAID CLAIMS.	ED NAMED ABOVE FOR THE PO DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL) which this
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	3	LIMITS	
С				BCS2000426		3/14/2024	10/1/2024	DAMAGE TO RENTED	00,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) \$ 100	,000
								an a	Auded
									00,000
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								PRODUCTS - COMP/OP AGG \$4,0 \$	00,000
A	AUTOMOBILE LIABILITY	1		BAP106300605		10/1/2023	10/1/2024		00,000
	X ANY AUTO			2			10,02027	BODILY INJURY (Per person) \$	
	OWNED SCHEDULED							BODILY INJURY (Per accident) \$	
	AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY						****	PROPERTY DAMAGE \$	
								\$	
	UMBRELLA LIAB OCCUR		-					EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED RETENTION \$							\$	
8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC106300505		10/1/2023	10/1/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT \$ 1,0	00,000
	(Mandatory In NH)							E.L. DISEASE - EA EMPLOYEE \$ 1,0	00,000
	DESCRIPTION OF OPERATIONS below		ļ					E.L. DISEASE - POLICY LIMIT \$ 1,0	00,000
DESC Cer poli	RIPTION OF OPERATIONS / LOCATIONS / VEHIC ifficate holder(s) is/are named as additi cy:	LES (/ onal i	nsure	9 101, Additional Remarks Schedu ed per the attached endorse	ile, may b ements	e attached if mor as required l	re space is regulr by written con	ed) tract subject to the terms & cor	ditions of the
GL GL GL	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								
	RTIFICATE HOLDER				CAN	CELLATION		····· · · · · · · · · · · · · · · · ·	
Onyx Paving Company, Inc. 2890 E. La Cresta Ave.					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	2890 E. La Cresta Ave. Anaheim CA 92806				1	RIZED REPRESE	INTATIVE		
					6	ĊĊ			
						© 19	988-2015 AC	ORD CORPORATION. All r	ghts reserved.

The ACORD name and logo are registered marks of ACORD



STATE OF CALIFORNIA

CORPORATION

1500 11th Street

(916) 657-5448

California Secretary of State

Sacramento, California 95814

Office of the Secretary of State

STATEMENT OF INFORMATION

For Office Use Only



File No.: BA20250508272 Date Filed: 3/11/2025

Entity Details		
Corporation Name	ONYX PAVING COMPANY, INC.	
Entity No.	1659076	
Formed In	CALIFORNIA	
Street Address of Principal Office of Corporation		
Principal Address	2890 E LA CRESTA AVE	
•	ANAHEIM, CA 92806	
Mailing Address of Corporation		
Mailing Address	2890 E. LA CRESTA AVE.	
^c	ANAHEIM, CA 92806	
Attention	Joan Ward	
Street Address of California Office of Corporation		
Street Address of California Office	2890 E. LA CRESTA AVE.	
	ANAHEIM, CA 92806	

Officers		
Officer Name	Officer Address	Position(s)
Corey Kirschner	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Chief Executive Officer
Richard DeVos	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Chief Financial Officer
Jay Kirschner	2890 E. LA CRESTA AVE.	Secretary

ANAHEIM, CA 92806

Additional Officers

	Officer Name	Officer Address	Position	Stated Position
	Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Treasurer	
	Anthony Steen	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Other	President

Director Name	Director Address
Anthony Steen	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
Corey Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name

Agent Address

COREY KIRSCHNER 2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

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Type of Business Type of Business	ASPHALT PAVING AND CONCRETE SERVICES
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment No Officer or Director of this Corporation has	s an outstanding final judgment issued by the Division of Labor Standards appeal therefrom is pending, for the violation of any wage order or
Electronic Signature By signing, I affirm that the information he	erein is true and correct and that I am authorized by California law to sign.
Joan Ward	03/11/2025
Signature	Date

.



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until **2:00 P.M. on Wednesday, June 11, 2025**, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids__requests_for _proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.



WITH THE FOLLOWING

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 specifications posted on the City website: <u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids_requests_for_proposals</u>

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGES 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for __proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.

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ADDENDUM ISSUED BY:

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Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK REPLACEMENT PROJECT

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.

ATTEST: Principal: Address: By: Title:

Erlindra Corgo	-Secretary, Erlinda Copp
Copp Contracting, Inc.	•
6751 Stanton Ave., Buena	Park, CA 90621
Sin 4	
President, Ezekiel A Copp	

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & **BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

CONTRACTOR: Copp Contracting, Inc. Date: June 11, 2025

City of Lawndale TO: Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

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The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & **BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

SA. Contractor Signature

1000004241

PWCR Registration Number

B. BIDDING SCHEDULE

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	\$50,000.00	\$50,000.00
2		LS	Construction Survey & Staking	309-4	17,000.00	\$17,000,00
3		LS	Furnish Traffic Control	601	\$20,000.00	\$20,000.00
4]	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	\$23,495.00	13,495.00
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	\$0.44	217,610.36
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	\$138.83	4858,247.06
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	*1.40	\$ 44339.80
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	\$21.56	\$306,691.00
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	\$23.00	[#] u3,551.6
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	\$\$1500.00	\$34,000.00

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic SignalInductive Loop Detector andReconnect to Existing System		\$6,840.00	
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	\$30.30	^{\$} 25,845.90
13	42	EA	Adjust existing Manhole to Grade	403-5	\$1,495.00	\$62,790.00
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	\$300.00	27,600.00
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	\$7,50001	\$7,500
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	₩z,750.œ	\$ 17,500-00

55,010.12 (Total Bid in Figures)

1000004241

(Total Bid in Words) DAE Million eight hundred-hilling Contractor Name: Copp Contracting for dalla

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

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:

- A. G -Ezekiel A Copp, President

PW Registration #:

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 State License #:
 384209 A

 Contractor Company Name:
 Copp Contracting, Inc.

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C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, <u>Copp Contracting, Inc.</u>, (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, and work being:

BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>Contractors Bonding and Insurance Company</u> a corporation organized and existing under the laws of the State of <u>Illinois</u>, 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 <u>Ten percent of the total amount of the bid</u> <u>Dollars (\$ 10%</u>) 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 WIT	'NESS THEREOF, we have hereunto, set our hands and seals this	9th
day of	June	2025	111
		Copp Contracting, Inc.	
		Principal	
		By Sin C	>
		Title President, Ezekie	1 A Copp
		Contractors Bonding and Insurance Company	69.1.
		Surety	1 5
		By	UTURO -
		Ryan Butterfas, Attorney-in-Fact	
		Title	
			5

Notary Ack	nowledgment			
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	cate the the			
STATE OF CALIFORNIA COUNTY OF OVANGe				
on Une 11 2025, before me, Yolar	A LUAN, Notary Public, personally			
On <u>JUNE 11</u> 2025, before me, <u>YOLAN</u> appeared <u>E2-eKiel A Copp</u>	, who proved to me on the basis of satisfactory			
evidence to be the person(s) whose name(s) is/are subscr he/she/they executed the same in his/her/their authorized instrument the person(s), or the entity upon behalf of which	tibed to the within instrument and acknowledged to me that a capacity(ies), and that by his/her/their signature(s) on the the person(s) acted, executed the instrument.			
and complet	of the State of California that the foregoing paragraph is true			
and correct. VOLANDA LUJAN Notary Public - California Orange County Commission # 2434977 My Comm. Expires Jan 17, 2027 Official seal.				
Signature of Notary Public				
OPT	IONAL			
• •	law, it may prove valuable to persons relying on the nument			
	eattachment of this form to another document.			
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT			
IndividualCorporate Officer	Bid Bond			
Title(s)	Title or Type of Document			
" Partner(s) " Limited " General " Attorney-In-Fact	Number of Pages			
" Trustee(s)				
" Guardian/Conservator " Other:	Date of Document			
Signer is representing: Name Of Person(s) Or Entity(ies)				
	Signer(s) Other Than Named Above			

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

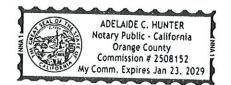
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CIVIL CODE § 1189

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 Ca	aliforni	a)		
County of		Orange)		
On JUN	08	2025	_ before me,		Adelaide C. Hunter, Notary Public	
	D	ate			Here Insert Name and Title of the Officer	,
personally appeared				Ryan	Butterfas	
			5 B		Name(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

Signature_

Signature of Notary Public

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.

Descriptio	n of <i>i</i>	Attached	Document
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Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other The	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	_ Signer's Name:
□ Corporate Officer – Title(s):	Corporate Officer – Title(s):
Partner – Limited General	Partner – Limited General
□ Individual □ Attorney in Fact	□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
Other:	□ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and 'together, the "Company") do hereby make, constitute and appoint:

Linda D. Coats, Matthew J. Coats, Summer Reves, Ryan Butterfas, jointly or severally

in the City of <u>Laguna Hills</u>, State of <u>California</u> its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed <u>Twenty Five Million</u> Dollars (\$25,000,000,00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

• IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective <u>Sr. Vice President</u> with its corporate seal affixed this <u>19th</u> day of March <u>2024</u>.



(SEAL)

State of Illinois

County of Peoria

On this <u>19th</u> day of <u>March</u>, <u>2024</u>, before me, a Notary Public, personally appeared <u>Eric Raudins</u>, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

1UL Bv: Notary Public Jill A. Scott JILL & SCOTT Notary Public State of Ohlo Comm. Expire September 22, 2025

RLI Insurance Company Contractors Bonding and Insurance Company By: Eric Raudins Sr. Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this <u>9th</u> day of <u>June</u>, <u>2025</u>.

RLI Insurance Company Contractors Bonding and Insurance Company

offing D fick

Corporate Secretary

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

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Name of Bidder:	Copp Contracting, Inc.		
Business Address:	6751 Stanton Ave.	.,	
	Buena Park, CA 90621		
Telephone No:	(714) 522-7754		

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET **REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

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: President, Ezekiel A Copp

E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

It is understood and agreed that:

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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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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,

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Copp (Contracting	, Inc.	SA-G- President, E:	zekiel A Copp
Contracto	r's Business Nai	ne	Contractor Signature Title	
	anton Ave Address: Street		By By Secretary, I	Erlinda Copp
	ark, CA 90621		384209 A	
City	State	Zip	Contractor's License No. and Classi	fication
(714) 522	2-7754			:
Business	Phone Number		Date	
Name	Tit	e	Residence: Street	<u></u>
City	State	Zip	Residence Phone Number	
City	State	Zip	Residence Phone Number	

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

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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 Copp Contracting,	Inc.
TITLE OF PERSON SIGNING _	President, Ezekiel A Copp
signature <u>y A.</u>	$\langle \boldsymbol{\varphi} \rangle$
DATE June 11, 2025	

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

Copp Contracting Inc. has been an equal employment opportunity employer since 1979.

G. CERTIFICATION OF PRINCIPAL

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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: <u>SA, G</u>	
Name: Ezekiel A Copp	
Title: President	
Name of Company: Copp Contracting, Inc.	

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 1777.1 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 <u>11th</u> day of <u>June</u> <u>2025</u>, at <u>Buena Park</u> *(place of execution)*, California.

Signature: <u>SA.C</u>
Name: Ezekiel A Copp
Title: President
Name of Company: Copp Contracting, Inc.

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the President	of	Copp Contracting, 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. 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 June 11, 2025 [date], at <u>Buena Park</u> [city], California [state].

Copp Contracting, Inc. NAME OF BIDDER

X A.C SIGNATURE OF BIDDER

6751 Stanton Ave

Buena Park, CA 90621CITYSTATEZIP

J. REFERENCES OF WORK

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1.	City	of	Lawndale-	4722	Manhattan	Beach	Blvd.,	Lawndale,	CA 90260
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Name and Address of Public Agency

Emilio ? - (contact information unknown job file has been archived)

Name, Email, and Telephone Number of Project Manager

Slurry Seal Various City Streets - PW 0506-01

R &R Asphalt, Crack seal, Slurry Seal & Striping

Name and Description of Project

07/2006 191,889 Original Date of Completion **Original Contract Amount** 07/2006 218,928

Final Contract Amount

Final Date of Completion

4 Number of Change Orders

2. City of Lawndale- 4722 Manhattan Beach Blvd., Lawndale, CA 90260 Name and Address of Public Agency

Frank Senteno, 310-973-3266 fsenteno@lawndalecity.org Name, Email, and Telephone Number of Project Manager

Street Resurfacing Project Larch Ave from 147th St to Marine Ave PO.16348a

Coldmill, ARHM Overlay, Concrete improvements, Manhole & Watervalve Adj. Striping

Name and Description of Project

252,459

2/2017

Original Contract Amount

294.770

Final Contract Amount

Original Date of Completion 2/2017

Final Date of Completion

Number of Change Orders 2

3. City of Menifee-29844 Haun Road Menifee	e, CA 92586
Name and Address of Public Agency	
Don Sharp, dsharp@cityofmenifee.us (951)	672-6777
Name, Email, and Telephone Number of Project	Manager
Local Roads AC Resurfacing Project; CIP 24	I-19
Concrete, ARAM, ARHM Overlay, Manholes	, Striping
Name and Description of Project	
767,464	8/2024
Original Contract Amount	Original Date of Completion
727,909	8/2024
Final Contract Amount	Final Date of Completion
Number of Change Order	e 1
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4. City of Westminster-8200 Westminster Blv Name and Address of Public Agency Cindy Huynh, chuyn@westminster-ca.gov Name, Email, and Telephone Number of Project	- 714-548-3464 Manager
Citywide Residential Street Improvements ;	CDBG 23-24
Concrete, Cold Mill, ARHM Overlay, Stripin	g, MH
Name and Description of Project	
834,846	7/2024
Original Contract Amount	Original Date of Completion
914,344	7/2024
Final Contract Amount	Final Date of Completion
Number of Change Order	rs3
For additional References, please add separate sh	eets.
Copp Contracting, Inc. NAME OF BIDDER	DATE June 11, 2025

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K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

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Sub-Contractors Name:	Address:
Martinez Concrete, Inc.	920 W. Foohill Blvd., Azusa CA 91702
Description of Work:	L
Concrete (partial)	
CSLB Contractor License No.	DIR Registration No.
3944741	1000006160
Phone No.	Dollar Amount of Work & % of Work
(626)-334-2979	\$257,203.84; [4].

Sub-Contractors Name:	Address:
Global Road Sealing, Inc,	10641 Sycamore Ave., Stanton CA 90680
Description of Work:	
Traffic Loops (partial)	
CSLB Contractor License No.	DIR Registration No.
757584	1000007714
Phone No.	Dollar Amount of Work & % of Work
(714)-893-0845	\$6,600.00; O.36 %.
Sub-Contractors Name:	Address:
On Point Land Surveying, Inc.	1906 Orange Tree Lane #240, Redlands CA 92374
Description of Work:	
Survey (partial)	
CSLB Contractor License No.	DIR Registration No.
LS 8133	1000003100
Phone No. (909)-792-2221	Dollar Amount of Work & % of Work \$16,500.00 ; ひ・タゾー

Sub-Contractors Name:	Address:
EBS Utilities Adjusting, Inc.	1345 Quarry Street, #101, Corona CA92879
Description of Work:	
Utility Adjustment (partial)	
CSLB Contractor License No.	DIR Registration No.
932798	1000004286
Phone No.	Dollar Amount of Work & % of Work
(951)-279-6832	\$170,050.00 ; 3.3%

Sub-Contractors Name:	Address:
BC Traffic Specialist	13261 Garden Grove Blvd., Garden Grove CA 92843
Description of Work:	
Striping (partial)	
CSLB Contractor License No.	DIR Registration No.
877686	1000407561
Phone No. (714)-974-1753	Dollar Amount of Work & % of Work \$22,590.00 ; 1 • 2 • 1 •

ADD ADDITIONAL PAGES IF NECESSARY.

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Percent of work to be performed by sub-Contractors: 28.4% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

	Address:
Pavement Reciping Systems,	nc
Description of Work:	
Cold Mill (partial)	
CSLB Contractor License No.	DIR Registration No.
569352	100003363
Phone No.	Dollar Amount of Work & % of Work
(951) - 682 - 109	\$158,262.08 ; 8.6%.

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: 28.4% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

Martinez concrete, Inc.

All contact information for references must be current.

1. Subcontrachor to seaven contractors for Name and Address of Public Agency Name, Email, and Telephone Number of Project Manager Rievtor is. haw bake " Residentian STERL Name and Description of Project 7/31/2024 \$ 422 850.00 Original Contract Amount Original Date of Completion 1: 410, 869.77 Final Contract Amount 7/01/2024 Final Date of Completion Ø Number of Change Orders 2. <u>Sublewirgchor</u> to Seauch lastractors inc. Name and Address of Public Agency Name, Email, and Telephone Number of Project Manager Im robemans STreh 14740 WAUNDALLE Name and Description of Project 5 7 2021 A Hes Deb Original Contract Amount Original Date of Completion 5 7 2021 # 451,710.31 Final Date of Completion Final Contract Amount P Number of Change Orders

SuBcontrachar to Seamon Contractors, isc 3. Name and Address of Public Agency Name, Email, and Telephone Number of Project Manager Imbodements. Sileh 2020 21 Aniveral LAWN but -Name and Description of Project 10/31/2021 Vriginal Contract Amount Original Date of Completion 10/31/2021 \$ 168 162,60 Final Date of Completion Final Contract Amount Ø Number of Change Orders 4. Subcontractor to SHANNON COPP. Name and Address of Public Agency Name, Email, and Telephone Number of Project Manager AVE. haws have - Insque wood Name and Description of Project 1 31 2022 # 89.000 Original Date of Completion Original Contract Amount 1311 20221 38,703.63 Final Date of Completion **Final Contract Amount** Number of Change Orders For additional References, please add separate sheets. 6/11/2025 Concrete que Marchidez DATE NAME OF BIDDER

SIGNATURE OF BIDDER

on Point Land Surveying, mc.

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All contact information for references must	be current.	
1. <u>City of Lawndale</u> : <u>Dept of</u> Name and Address of Public Agency <u>FS</u> <u>Contractors</u> : <u>Effnesto</u>		Han Beach.
Name and Address of Public Agency	India Contractor a linging	laundale, 6
ES Contractares : Eenesta	FIDEDAS (EPPARTA @KS CANT	active inc count
Name, Email, and Telephone Number of P	roject Manager	ugas mercuri)
land Surveying Surv	<i>2</i>	
		Navan Andre Alforna Nava Andre
Name and Description of Project		
\$ 5,200.00	03/2024	
Original Contract Amount	03/2024 Original Date of Completion	
\$ 5,200.00	04/2024	
Final Contract Amount	Final Date of Completion	dengeneting dengeneting dengeneting dengeneting dengeneting dengeneting dengeneting dengeneting dengeneting den
Number of Change	Orders	
2.		
Name and Address of Public Agency		nethole-shade manufal
Name, Email, and Telephone Number of P	roject Manager	
Name and Description of Project		
Original Contract Amount	Original Date of Completion	
Final Contract Amount	Final Date of Completion	
Number of Change	Orders	

3._____ Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

4.

Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders_____

For additional References, please add separate sheets.

On Point Land Surveying, Inc. NAME OF BIDDER

DATE 6/11/2025

SIGNATURE OF BIDDER

Global Road Sealing, Inc.

No work performed for City of Lawndale within the last 5 years.

All contact information for references must be current.

1

Name and Address of Public Agency	
Name, Email, and Telephone Number of Pr	oject Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change	Orders
	Orders
2.	Orders
2 Name and Address of Public Agency	
2 Name and Address of Public Agency	
2 Name and Address of Public Agency	
2 Name and Address of Public Agency Name, Email, and Telephone Number of Pr	
Number of Change 2	

Number of Change Orders_____

3._____ Name and Address of Public Agency

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Name, Email, and Telephone Number of Pr	oject Manager		
Name and Description of Project			
Original Contract Amount	Original Date of Completion		
Final Contract Amount	Final Date of Completion		
Number of Change	Orders		
4 Name and Address of Public Agency			
Name, Email, and Telephone Number of Pr	roject Manager		
Name and Description of Project			
Original Contract Amount			
Original Contract Amount	Original Date of Completion		
Final Contract Amount	Final Date of Completion		
Number of Change	Orders		
For additional References, please add separ	rate sheets.		
Tri La	Dev m 06/11/2025		
NAME OF BIDDER (Global Road Seal	ng, nc) DATE CONTINUED		

SIGNATURE OF BIDDER

EBS Utilities Ad	justing, Inc.			
All contact information for references must	be current.			
1City of Lawndale Name and Address of Public Agency				
Lawndale Public Works (310) 973-3260 Name, Email, and Telephone Number of Project Manager				
FY 2020/21 Annual Street Improvement Name and Description of Project	s, Project Number 2021-7 & 2021-8			
26,225.00	2022			
Original Contract Amount	Original Date of Completion			
31,425.00	2022			
Final Contract Amount	Final Date of Completion			
	Drders1			
2 Name and Address of Public Agency				
Name, Email, and Telephone Number of Pro	oject Manager			
Name and Description of Project				
Original Contract Amount	Original Date of Completion			
Final Contract Amount	Final Date of Completion			

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Number of Change Orders_____

3._____ Name and Address of Public Agency

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Name, Email, and Telephone Number of Pro	ject Manager			
Name and Description of Project				
Original Contract Amount	Original Date of Completion			
Final Contract Amount	Final Date of Completion			
Number of Change C)rders			
4.				
Name and Address of Public Agency				
Name, Email, and Telephone Number of Pro	oject Manager			
Name and Description of Project				
Original Contract Amount	Original Date of Completion			
Final Contract Amount	Final Date of Completion			
Number of Change C	Orders			
For additional References, please add separa	te sheets.			
EBS Utilities Adjusting, Inc.	DATE 6/11/25			
An .				
SIGNATORE OF BIDDER Joseph Manci, VP				
	30			

Parement Recycling Systems

All contact information for references must be current.

1. <u>Cty of Acuondale</u> Name and Address of Public Agency

Siguel Contractory (SG2) - 502 Name, Email, and Telephone Number of Project Manager 1227

Lawnelale FY12 123 Resic	Contral Rehab Acmelling
Name and Description of Project $B(501065-07)$	8/2/24
Original Contract Amount	Original Date of Completion
\$150,065.00	3/7/24
Final Contract Amount	Final Date of Completion
Number of Change Order	s
2. <u>Canol Address of Public Agency</u> Name and Address of Public Agency <u>Competitive Applicate Coa</u> Name, Email, and Telephone Number of Project	tines (951)-361-1212
15624 Anglewood ave, Lan Name and Description of Project	vordale - AMilling
Original Contract Amount	Original Date of Completion
\$6,190.00	4/4/25
Final Contract Amount	Final Date of Completion
Number of Change Order	s O

Alcorn Fence Company

All contact information for references must be current,

ty of downdale 1.

Name and Address of Publ

Name, Email, and Telephone Number of Project Manager Class III Remedial

Name and Description of Project H78,831,10 Original Contract Amount 6/2024 Original Date of Completion 787831.10 6/2024 Final Date of Completion Final Contract Amount Number of Change Orders

2.

2. Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager

Name and Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

 \mathbf{V} The Contractor is not:

- 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:	÷ Ar	\mathcal{V}
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Printed Name: Ezekiel A Copp

Title: President

Firm Name: Copp Contracting, Inc.

Date: June 11, 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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: Copp Contracting, Inc.				
DIR Registration Number: 1000004241				
DIR Registration Expiration: 06/30/2026				
Small Project Exemption: Yes or 🖌 No				

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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 Copp Contracting, Inc.

Signature SACC

Name and Title Ezekiel A Copp, President

Date June 11, 2025

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

• Copp Contracting, Inc.

Completed Project List

AGENCY LARCH AVE. CITY OF LAWNDALE 4722 MANHATTAN BEACH BLVD. LAWNDALE, CA 90260	WORK DESCRIPTION COLDMILL, R&R A/C, CONSTRUCT	CONTR \$	ACT AMOUNT 294,771.00	COMPLETED 2/2017	FEDERAL LAWS Yes
FRANK SENTENO 310-973-3266 CALIMESA PAVEMENT CITY OF CALIMESA P O BOX 1190 CALIMESA, CA 92320	COLDMILL, PCC, A/C OVERLAY, SLURRY, LOOPS, STRIPING	\$	230,710.40	2/2017	NO
STEVE LEDBETTER 909-725-8549 MINES CITY OF MONTEBELLO 1600 W BEVERLY BLVD. MONTEBELLO, CA 90640 HORMOZ VALUD 232 887 1200	PCC, COLDMILL, ARHM OVERLAY, M/H, LOOPS, SLURRY	\$	236,899.70	3/2017	NO
HORMOZ VAHID 323-887-1200 PAVEMENT PRESERVATION - CHIPSEAL CITY OF SAN DIMAS 245 E BONITA AVE SAN DIMAS, CA 91773 JOHN CAMPBELL 909-394-6270	CHIPSEAL, SLURRY, CRACKSEAL	\$	370,354.00	6/2017	NO
TENEJA ROAD REPAIR TENEJA COMMUNITY CITY OF TENEJA 24837 JEFFERSON #207 MURRIETA, CA 92562	CRACKSEAL, A/C PAVE, CHIPSEAL, STRIPING	\$	176,268.00	6/2017	NO
ARLENE MILLER 951-696-5999 CDBG WEST BAY STREET CITY OF COSTA MESA 77 FAIR DRIVE COSTA MESA, CA 92628 MEJIA BALTAZAR 714-754-5291	COŁDMILL, A/C OVERLAY, M/H, ŁOOPS, STRIPING, SLURRY	\$	192,969.00	10/2017	YES
AREA 5 CITY OF DIAMOND BAR 21825 E. Copley Drive Diamond Bar, CA 90765-4177 Kimberly Young 909-839-7044	COLOMILL, AC OVERLAY, PCC CAPESEAL	\$	1,731,182.50	10/2017	NO
2016-17 & 2017-18 ANNUAL PAVEMENT REHAB CITY OF BUENA PARK 6650 BEACH BLVD. BUENA PARK, CA 90620 JEFF TOWNSEND 714-562-3754	COLDMILL, A/C OVERLAY, PCC MANHOLE, STRIPING	\$	608,408.50	11/2017	NO
JASPERSON WAY CALIFORNIA NEVADA CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683 THERESA TRAN 714-548-3464	SLURRY, MANHOLES, COLD MILL A/C, FABRIC, PCC, STRIPING	\$	291,183.50	2/2018	NO
CLARADAY STREET & GREER AVE CITY OF GLENDORA 116 E. FOOTHILL BLVD. GLENDORA, CA 91741 BARDIA RASTAN 626-914-8258	MANHOLE, SLURRY, COLD MILL A/C PCC	\$	232,461.00	3/2018	NO
KENSINGTON NEIGHBORHOOD CITY OF LAGUNA NIGUEL 30111 CROWN VALLEY PKWY LAGUNA NIGUEL, CA 92677 FRANK BORGES 949-362-4337	PCC, A/C PAVE, COLD MILL, STRIPING	\$	954,163.00	6/2018	YES

Copp Contracting, Inc.	Completed Project List			
	PCC, A/C PAVE, MANHOLES, STRIPING	\$ 878,896.00	8/2018	Y
CITYWIDE SLURRY SEAL FY 17-18 CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683 THERESA TRAN 714-548-3464	R&R A/C, PCC, STRIPING, SLURRY SEAL	\$ 757,957.00	8/2018	ľ
FAIRWAY BLVD PAVEMENT REHABILTATION CITY OF CHINO HILLS 14000 CITY CENTER DR CHINO HILLS, CA 91706 CARL HASSELL 909-364-2817	COLD MILL, ASPHALT OVERLAY, STRIPING	\$ 132,169.00	2/2019	ĺ
	COLD MILL, ASPHALT OVERLAY STRIPING, MANHOLES	\$ 120,047.00	3/2019	
	COLD MILL, CHIP SEAL, ASPHALT OVERLAY, SLURRY	\$ 671,331.00	4/2019	
CITYWIDE SLURRY SEAL FY 18-19 CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683 THERESA TRAN 714-548-3464	R&R ASPHALT, SLURRY	\$ 763,870.00	7/2019	
AREA 7 & DIAMOND BAR BLVD CITY OF DIAMOND BAR 21825 COPLEY DRIVE DIAMOND BAR, CA 90765 FABIAN AOUN 909- 839-7038	CONCRETE, COLD MILL, AC OVERLAY CHIP SEAL, SLURRY SEAL	\$ 2,414,825.00	2/2020	
FETILE STREET IMPROVEMENTS CITY OF LYNWOOD 11330 BULLIS RD LYNWOOD, CA 90262	COLD MILL, AC PAVE, CONCRETE, STRIPING	\$ 191,259.00	3/2020	
THOMAS THORTON 310-603-0220 VIRGINIA AVE STREET AND WATER MAIN IMPVMTS CITY OF LYNWOOD 11330 BULLIS RD LYNWOOD, CA 90262	COLD MILL, AC PAVE CONCRETE, WATER LINE, STRIPING	\$ 671,818.00	6/2020	
THOMAS THORTON 310-603-0220 WOODVIEW ROAD IMPROVEMENTS CITY IF CHINO HILLS 14000 CITY CENTER DR	COLD MILL, AC OVERLAY, STRIPING	\$ 115,780.00	5/2020	
CHINO HILLS, CA 91706 CARL HASSEL 909-364-2817 BARSTOW-CHIP SEAL CO. OF SAN BERNARDINO SERVICE AREA 70/R42 222 W. HOSPITALITY LN., 2ND FLOOR	CHIP SEAL, FOG SEAL	\$ 133,072.00	5/2020	
SAN BERNARDINO, CA 92415 PHIL KRAUSE 909-386-8800		\$ 82,872.00	9/2020	

14000 CITY CENTER DR CHINO HILLS, CA 91706 CARL HASSEL 909-364-2817				
CDBG FUNDED 19-20 VARIOUS STREETS CITY OF GLENDORA 116 E FOOTHILL BLVD GLENDORA, CA 91741 MALIHA ANSARI 626-914-8594	COLD MILL, ARHM OVERLAY, PCC	\$ 282,484.00	8/2020	YES
PIPELINE AVENUE-M/H SEWER ACCESS ROAD CITY OF CHINO HILLS 14000 CITY CENTER DR CHINO HILLS, CA 90706 CARL HASSEL 909-364-2817	GRADING, A/C PAVE	\$ 110,120.90	10/2020	NO
SOUTH STREET IMPROVEMENTS CITY OF CERRITOS 18125 BLOOMFIELD AVENUE CERRITOS, CA 90703 ALBERT ARTEAGA 562-860-0311	COLD MILL, AC REPAIRS, STRIPING SLURRY SEAL	\$ 218,560.00	11/2020	NO
2019 SLURRY SEAL PROJECT CITY OF LAKE FOREST 25550 COMMERCENTRE DR STE. 100 LAKE FOREST, CA 92630 TAYLOR ABERNATHY 949-461-3490	A/C PAVE, SLURRY SEAL, STRIPING	\$ 1,211,042.00	12/2020	NO
LUCRETIA AVE. PAVEMENT REHABILITATION CITY OF JURUPA VALLEY 8930 LIMONITE AVENUE JURUPA VALLEY, CA 92509 CHASE KEYS 951-332-6464	COLD MILL, AC OVERLAY, PCC STRIPING, M/H	\$ 420,611.00	4/2021	NO
FY 18-19/19-20/20-21 PAVEMENT IMPROVEMENTS CITY OF HIGHLAND 27215 BASE LINE HIGHLAND,CA 92346 CARLOS ZAMANO 909-864-6861	COLD MILL, ARHM, PCC, CRACK REPAIR SLURRY SEAL, STRIPING, M/H	\$ 664,257.00	5/2021	YES
2020-2021 PAVEMENT IMPROVEMENTS,ST 82101 CITY OF SIERRA MADRE 232 WEST SIERRA MADRE BLVD SIERRA MADRE, CA 91024 CHRIS CIMINO 626-355-7135	CONCRETE, COLD MILL, AC OVERLAY CHIP SEAL, SLURRY SEAL, TREES, STRIPING, M/H	\$ 1,021,571.00	9/2021	NO
FOUNDERS DRIVE PAVEMENT REHAB, ST 21002 CITY OF CHINO HILLS 14000 CITY CENTER DR CHINO HILLS, CA 90706 CARL HASSEL 909-364-2817	GRIND AC, AC OVERLAY, CONCRETE STRIPING, M/H	\$ 278,017.00	9/2021	NO
Glen Ridge Pavement Rehabilitation ST 21003 CITY OF CHINO HILLS 14000 CITY CENTER DR CHINO HILLS, CA 90706 CARL HASSEL 909-364-2817	CONCRETE, COLD MILL, A/C OVERLAY R&R AC,STRIPING, M/H	\$ 241,752.00	9/2021	NO
RANCHOLAVITA RESURFACING PROJECT, CIP 21-16 CITY OF MENIFEE 29844 HAUN RD MENIFEE, CA 92586 DIEGO GUILLEN 951-672-6777	CONCRETE, COLD MILLS, AC OVERLAY STRIPING, M/H	\$ 771,270.00	12/2021	NO
CITYWIDE OVERLAY STREET IMPROVEMENTS, PROJ	ECT NO 21-22			
CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683	CONCRETE, COLD MILL,ARHM OVERLAY LOOPS, STRIPING, M/H	\$ 917,429.00	2/1/2022	NO

Completed Project List

Copp Contracting, Inc.

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FORTUME T. AL. STREET IMPROVEMENTS PROJECT A.C. OVERLAY, COLD MILL \$ J91,607,00 2282/2022 N0 FORTUME T. AL. STREET IMPROVEMENTS PROJECT A.C. OVERLAY, REPAIR \$ 938,650,00 7/42022 N0 MINELSON STATUS INFACUNG PROJECT A.C. OVERLAY, REPAIR \$ 938,650,00 7/42022 N0 MINELSON STATUS INFACUNG PROJECT A.C. OVERLAY, REPAIR \$ 938,650,00 7/42022 N0 VENTO COMMUNIT STRESSING COLLECTOR AREA 1 (COLDEN SPRINGS) CONCRETE, COLD MILL, AC REPAIRS, CULTUR AND, MILL \$ 10/3/2022 N0 VENTO COMMOND BAR COVERLAY, CAP SEAL, STRIPHING, M/H \$ 2,655,556,00 10/3/2022 N0 VENTO COMMOND BAR COVERLAY, CAP SEAL, STRIPHING, M/H \$ 10/3/2022 N0 VENTO COMMOND COVERUAY, SEAL, STRIPHING, M/H \$ 10/3/2023 N0 VENETS INFORMENTING TOR COVERUAY, CAP SEAL, STRIPHING, M/H \$ 1,563,483,00 5/31/2023 N0 VENTO STREETS REMAININGTER LAY, CAP SEAL \$ 1,563,483,00 5/31/2023 N0 VENTO STREETS REMAININGTON CONCRETE, COLD MILL, AC OVERLAY \$ 1,2	THERESA TRAN 714-548-3464				
CIT OF MENIFEE 2,935,516.00 SPRAH HAUN ROAD MEMIFIE, CA 92586 DON SHAMP 951-672-777 AC OVERLAY, CARE PAIRS, CALE P	CITY OF NORCO 2870 CLARK AVENUE NORCO, CA 92860	AC OVERLAY, COLD MILL	\$ 191,607.00	2/28/2022	NO
CITY OF DIAMOND BAR AC OVERLAY, CAPE SEAL, STRIPING, M/H 10/3/2022 NO DIAMOND BAR AC OVERLAY, CAPE SEAL, STRIPING, M/H 10/3/2022 NO DIAMOND BAR, CA 91765 SURRY, STRIPING 407,113.02 11/1/2022 NO STREETS IMMOREMENT, COBG 21-22 AC OVERLAY, CONCRETE, CRACK SEAL \$ 407,113.02 11/1/2022 NO STREETS IMMOREMENT, CA 92683 SURRY, STRIPING SURRY, STRIPING \$ 1,563,483.00 5/31/2023 NO 200 WESTMINSTER RUD. CONCRETE, A/C REPAIRS, CHP SEAL, \$ 1,563,483.00 5/31/2023 NO 201 WESTMINSTER SURRY SEAL LOOPS SURRY SEAL LOOPS \$ 1,241,458.00 5/31/2023 YES XINO STREET SURRY SEAL LOOPS CONCRETE, COLD MILL, ARHM OVERLAY \$ 1,241,458.00 5/31/2023 YES VIESTMINSTER BUD. CONCRETE, COLD MILL, ARHM OVERLAY \$ 1,241,458.00 5/31/2023 YES VIESTMINSTER BUD. CONCRETE, COLD MILL, ARHM OVERLAY \$ 3,186,620.05 10/2023 NO VIESTMINSTER BUD. CONCRETE, COLD MILL, ARHM OVERLAY \$ 3,186,620.05 10/2023 NO	CITY OF MENIFEE 29844 HAUN ROAD MENIFEE, CA 92586	AC OVERLAY, REPAIR	\$ 938,650.00	7/1/2022	NO
CITY OF WESTMINSTER SLURRY, STRIPING 8200 WESTMINSTER BLVD. WESTMINSTER BLVD. WESTMINSTER, CA 32683 CONCRETE, A/C REPAIRS, CHIP SEAL, \$ 1,563,483.00 5/31/2023 NO 200 NOOTH D STREET SLURRY, SEAL, LOOPS \$ 1,563,483.00 5/31/2023 NO 200 NOOTH D STREET SLURRY SEAL, LOOPS \$ 1,241,458.00 5/31/2023 YES 201 VISTMINSTER S200 WESTMINSTER S200 WESTMINSTER \$ 1,241,458.00 5/31/2023 YES 2020 WESTMINSTER RUD. CONCRETE, COLD MILL, ARHM OVERLAY \$ 1,241,458.00 5/31/2023 YES 8200 WESTMINSTER RUD. CONCRETE, COLD MILL, ARHM OVERLAY \$ 1,241,458.00 5/31/2023 YES 8200 WESTMINSTER RUD. CONCRETE, COLD MILL, ARHM OVERLAY \$ 3,186,620.05 10/2023 NO 21810 COFLEX DR. CONCRETE, COLD MILL, AC OVERLAY \$ 3,186,620.05 10/2023 NO 21810 COFLEX DR. CHIP SEAL, SLURRY SEAL \$ 1,365,728.12 10/2023 NO 21810 COFLEX DR. CHIP SEAL, SLURRY SEAL \$ 1,365,728.12 10/2023 NO <td>CITY OF DIAMOND BAR 21810 COPLEY DR. DIAMOND BAR, CA 91765</td> <td></td> <td>\$ 2,635,516.00</td> <td>10/3/2022</td> <td>NO</td>	CITY OF DIAMOND BAR 21810 COPLEY DR. DIAMOND BAR, CA 91765		\$ 2,635,516.00	10/3/2022	NO
CITY OF SAN BERNARDINO 290 NORTH O STREET SUURRY SEAL, LOOPS\$1,563,483.005/31/2023NO290 NORTH O STREET SUURRY SEAL, GRIGORESCU 999-384-5202SUURRY SEAL, LOOPS\$1,241,458.005/31/2023NOCITY OF WESTMINSTER 8200 WESTMINSTER BIVD. WESTMINSTER, CA 32683CONCRETE, COLD MILL, ARHM OVERLAY\$1,241,458.005/31/2023YESRESIDENTIAL & COLLECTOR STREETS REHABILITATION (AREA 2) AND ARTERAL STREETS REHABILITATION (GOLDEN SPRINGS) CITY OF DIAMOND BAR CONCRETE, COLD MILL, AC OVERLAY STREET SEHABILITATION (GOLDEN SPRINGS)\$3,186,620.0510/2023NOCIBIO CONCRETE, COLD MILL, AC OVERLAY VESTMINSTER CIBIO CONCRETE, COLD MILL, AC OVERLAY STREETS REHABILITATION (GOLDEN SPRINGS)\$3,186,620.0510/2023NOCIBIO CONCRETE, COLD MILL, AC OVERLAY VESTMINSTER CIBIO CONCRETE, COLD MILL, AC OVERLAY STREET SEHABILITATION (GOLDEN SPRINGS)\$1,365,728.1210/2023NOCIBIO CONCRETE, COLD MILL, AC OVERLAY VICCA VALLEY SPRINGS\$1,365,728.1210/2023NOTOWN OF YUCCA VALLEY SPRINGSCONCRETE, COLD MILL, AC OVERLAY SPRINGS\$1,365,728.1210/2023NOCONCRETE, COLD MILL, AC REPAIRS, ARHM OVERLAY SPRING\$2,299,550.311/2024NOMENIFEE, CA 32586 SO MUHS SCIL YEAR DON SHARP 951-672.6777CONCRETE, COLD MILL, AC REPAIRS, AC OVERLAY SPRING, COOPS\$2,061,970.76\$/2024NOPISCAL YEAR 23-24 STREET IMPROVEMENT PROJECT, PROJECT NO. 2023-003 CITY OF ARTESIA SPRING SPRINGESCONCRETE, COLD MILL, AC REPAIRS, AC OVERLAY S	CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683		\$ 407,113.02	11/1/2022	NO
CITY OF WESTMINSTER BZDD WESTMINSTER BLVD.CONCRETE, COLD MILL, ARHM OVERLAY\$1,241,458.005/31/2023YESRESIDENTIAL & COLLECTOR STREETS REHABILITATION (AREA 2) AND ARTERIAL STREETS REHABILITATION (GOLDEN SPRINGS) CITY OF DIAMOND BAR CONCRETE, COLD MILL, AC OVERLAY 21810 COPIEY DR.\$3,186,620.0510/2023NOCITY OF DIAMOND BAR CONCRETE, COLD MILL, AC OVERLAY 21810 COPIEY DR.\$3,186,620.0510/2023NOCITY OF DIAMOND BAR CONCRETE, COLD MILL, AC OVERLAY 21810 COPIEY DR.\$3,186,620.0510/2023NOCONCRETE, COLD MILL, AC OVERLAY 	CITY OF SAN BERNARDINO 290 NORTH D STREET SAN BERNARDINO, CA 92401		\$ 1,563,483.00	5/31/2023	NO
AND ARTERIAL STREETS REHABILITATION (GOLDEN SPRINGS) CITY OF DIAMOND BAR CITY OF DIAMOND BAR CONCRETE, COLD MILL, AC OVERLAY SING 20053,186,620.0510/2023NO21810 COPLEY DR. DIAMOND BAR, CA 91765 CHRISTIAN MALPICA 909-839-7042CHIP SEAL, SLURRY SEAL SURVEY CAPE SEAL PROJECT TOWN OF YUCCA VALLEY S9828 BUSINESS CENTER DRIVE YUCCA VALLEY, CA 92284 ALEX QISHTA 760-369-0801 x307CAPE SEAL CAPE SEAL 	CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683		\$ 1,241,458.00	5/31/2023	YES
TOWN OF YUCCA VALLEY S9828 BUSINESS CENTER DRIVE YUCCA VALLEY,CA 92284 ALEX QISHTA 760-369-0801 x307CASA BLANCA NEIGHBORHOOD RESURFACING& WILLOWS/ LAKE RIDGE CITY OF MENIFEE 29844 HAUN ROADCONCRETE, ARAM, A/C REPAIRS, ARHM OVERLAY \$ 2,299,550.311/2024NOMENIFEE, CA 92586 DON SHARP 951-672-6777M/H, STRIPING1/2024NOFISCAL YEAR 23-24 STREET IMPROVEMENT PROJECT, PROJECT No. 2023-003 CITY OF ARTESIA 18747 CLARKDALE AVE 	AND ARTERIAL STREETS REHABILITATION (GOLDEN CITY OF DIAMOND BAR 21810 COPLEY DR. DIAMOND BAR, CA 91765	SPRINGS) CONCRETE, COLD MILL, AC OVERLAY	\$ 3,186,620.05	10/2023	NO
CITY OF MENIFEE 29844 HAUN ROAD MENIFEE, CA 92586 DON SHARP 951-672-6777CONCRETE, ARAM, A/C REPAIRS, ARHM OVERLAY MH, STRIPING DON SHARP 951-672-67772,299,550.311/2024NOFISCAL YEAR 23-24 STREET IMPROVEMENT PROJECT, PROJECT No. 2023-003 CITY OF ARTESIA 18747 CLARKDALE AVE ARTESIA, CA 90701 ERNESTO SANCHEZ 562-865-6262CONCRETE, COLD MILL, AC REPAIRS, AC OVERLAY CHIP SEAL, SLURRY SEAL, M/H, STRIPING, LOOPS ERNESTO SANCHEZ 562-865-6262\$2,061,970.76\$2,024NOSTREET IMPROVEMENT PROJECT FOR CITYWIDE RESIDENTIAL STREETS, PROJECT No. CDBG 23-24 CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683CONCRETE, COLD MILL, ARHM OVERLAY M, STRIPING\$ 914,344.646/2024YES	TOWN OF YUCCA VALLEY 59828 BUSINESS CENTER DRIVE YUCCA VALLEY,CA 92284	CAPE SEAL	\$ 1,365,728.12	10/2023	NO
29844 HAUN ROADCONCRETE, ARAM, A/C REPAIRS, ARHM OVERLAY\$2,299,550.311/2024NOMENIFEE, CA 92586M/H, STRIPINGM/H, STRIPING1/2024NODON SHARP 951-672-6777FISCAL YEAR 23-24 STREET IMPROVEMENT PROJECT, PROJECT No. 2023-003		ILLOWS/ LAKE RIDGE			
CITY OF ARTESIACONCRETE, COLD MILL, AC REPAIRS, AC OVERLAY\$2,061,970.765/2024NO18747 CLARKDALE AVECONCRETE, COLD MILL, AC REPAIRS, AC OVERLAY\$2,061,970.765/2024NOARTESIA, CA 90701CHIP SEAL, SLURRY SEAL, M/H, STRIPING, LOOPSCHIP SEAL, SLURRY SEAL, M/H, STRIPING, LOOPS\$2,061,970.765/2024NOSTREET IMPROVEMENT PROJECT FOR CITYWIDE RESIDENTIAL STREETS, PROJECT No. CDBG 23-24CITY OF WESTMINSTER\$914,344.646/2024YES8200 WESTMINSTER BLVD.CONCRETE, COLD MILL, ARHM OVERLAY\$914,344.646/2024YESWESTMINSTER, CA 92683MH, STRIPING\$914,344.646/2024YES	29844 HAUN ROAD MENIFEE, CA 92586		\$ 2,299,550.31	1/2024	NO
18747 CLARKDALE AVECONCRETE, COLD MILL, AC REPAIRS, AC OVERLAY\$2,061,970.765/2024NOARTESIA, CA 90701CHIP SEAL, SLURRY SEAL, M/H, STRIPING, LOOPSCHIP SEAL, SLURRY SEAL, M/H, STRIPING, LOOPS\$\$2,061,970.765/2024NOBRNESTO SANCHEZ 562-865-6262CHIP SEAL, SLURRY SEAL, M/H, STRIPING, LOOPSCONCRETE, COLD MILL, STREETS, PROJECT No. CDBG 23-24CHIP SEAL, SLURRY SEAL, CONCRETE, COLD MILL, ARHM OVERLAY\$914,344.646/2024YESWESTMINSTER BLVD.CONCRETE, COLD MILL, ARHM OVERLAY\$914,344.646/2024YESWESTMINSTER, CA 92683MH, STRIPING\$914,344.646/2024YES		T, PROJECT No. 2023-003			
CITY OF WESTMINSTER8200 WESTMINSTER BLVD.CONCRETE, COLD MILL, ARHM OVERLAY\$ 914,344.646/2024YESWESTMINSTER, CA 92683MH, STRIPING	18747 CLARKDALE AVE ARTESIA, CA 90701		\$ 2,061,970.76	5/2024	NO
8200 WESTMINSTER BLVD.CONCRETE, COLD MILL, ARHM OVERLAY\$ 914,344.646/2024YESWESTMINSTER, CA 92683MH, STRIPING		SIDENTIAL STREETS, PROJECT No. CDBG 23-24			
	8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683		\$ 914,344.64	6/2024	YES

Completed Project List

Copp Contracting, Inc.

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Copp Contracting, Inc.

Completed Project List

LOCAL ROADS AC RESURFACING PROJECT CITY OF MENIFEE 29844 HAUN ROAD MENIFEE, CA 92586 DON SHARP 951-672-6777	CONCRETE, ARAM, ARHM OVERLAY MH, STRIPING	\$ 727,909.00	8/2024	NO
SLURRY SEAL PROJECT; PMP No. 24-01 CITY OF MENIFEE 29844 HAUN ROAD MENIFEE, CA 92586 DON SHARP 951-672-6777	CONCRETE, CAPE SEAL, MH, STRIPING	\$ 735,073.20	9/2024	NO
MENIFEE RD RESURFACING, CIP 24-21 CITY OF MENIFEE 29844 HAUN ROAD MENIFEE, CA 92586 DON SHARP 951-672-6777	COLD MILL, AC OVERLAY,ARAM, CONCRETE SLURRY SEAL, TRAFFIC LOOPS, UTILITY ADJ. STRIPING	TBO	11/2024	NO
BELLA VERDE DR. PAVEMENT REHAB PROJECT CITY OF MONTEBELLO 1600 W. BEVERLY BLVD MONTEBELLO, CA 90640 MARIA ESTRADA (323) 271-4602	COLD MILL, AC OVERLAY, UTILITY ADJ, STRIPING CONCRETE, CHIP SEAL, FOG SEAL	\$ 1,010,978.55	12/2024	NO
SCENIC RIDGE DR & RIMROCK AVE PAVEMENT REHAB. PROJECT CITY OF CHINO HILLS 14000 CITY CENTER DR. CHINO HILLS, CA 91709 CARL HASSEL (909) 364-2817	COLD MILL, AC OVERLAY,UTILITY ADJ,STRIPING CONCRETE	\$ 464,729.70	3/2025	NO
CDBG 24-25 STREET IMPROVEMENTS PROJECT CITY OF WESTMINSTER 8200 WESTMINSTER BLVD. WESTMINSTER, CA 92683 CINDY HUYNH (714) 548-3797	COLD MILL, ARHM OVERLAY, AC REPAIRS CONCRETE, UT. ADJ, STRIPING	\$ 526,177.93	4/2025	YES
CDBG STREET IMPROVEMENTS ON MAPLE ST. CITY OF LOS ALAMITOS 3191 KATELLA AVE. LOS ALAMITOS, CA 90720 CHRIS KELLEY, (562)-321-1204	COLD MILL, ARHM OVERLAY, AC REPAIRS CONCRETE, UT. ADJ, STRIPING	\$ 365,013.54	4/2025	YES
CDBG GRIND & OVERLAY PROJECT CITY OF GLENDORA 116 E. FOOTHILL BLVD.	COLD MILL, ARHM OVERLAY, UTILITY ADJ., CONCRETE, STRIPING, SURVEY	\$ 377,985.16	May-25	YES

116 E. FOOTHILL BLVD. GLENDORA, CA 91741



1 + 5

Contractor's License No. 384209 A

P.O. Box 457 Buena Park, CA. 90621-0457 714 522-7754 Fait 714 522-2074

MEETING OF THE BOARD OF DIRECTORS OF COPP CONTRACTING, INC.

3.5

 (\cdot, \cdot)

A meeting of the Board of Directors of Copp Contracting, Inc., was held on January 6, 2014, during which a resolution was passed authorizing the following individual(s)to,by his/her signature(s)enter into any and all contracts on behalf of the corporation and, thereby, bind the corporation to such contract:

VICE-DENNIS COPP

SE COPP

Attest: (Seal)

sec. COPP ERLINDA



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

1 1

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To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for __proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.



WITH THE FOLLOWING

<u>Form of Proposal</u>: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained from the specifications posted on the City website: <u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for___proposals</u>

And

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Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGES 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids__requests_for _proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK REPLACEMENT PROJECT

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.

ATTEST:	Michael Farkas, Secretary	
Principal:	All American Asphalt	
Address:	400 East Sixth Street Corona, CA	92879
By:	1.11/1	
Title:	Edward J Carlson, Vice Presiden	nt

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

CONTRACTOR: All American Asphalt

Date: 6/4/25

TO: City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

Contractor Signature Edward J Carlson, Vice President

1000001051

PWCR Registration Number

B. BIDDING SCHEDULE

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	80,000	80,000
2	1	LS	Construction Survey & Staking	309-4	43,000	43,000
3	1	LS	Furnish Traffic Control	601	80,000	80,000
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	23,725	23,725
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	0.454	222,556.0
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	152.00	939,664
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	125,00	63,375
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	14.50	206,262."
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	23.25	114,785.
10	, 4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	8,350	33,400

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	675.00	8,100
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	40.00	34,120
13	42	EA	Adjust existing Manhole to Grade	403-5	1,320	55,440
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	100.00	9,200
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	1,150	1,150
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	8,350	16,700

(Total Bid in Figures) \$ 1931 477.80 ONE MILLION, NINE HUNDRED THIRTY-ONE THOUSAND, (Total Bid in Words) FOUR HUNDRED SEVENTY-SEVEN DOLLARS AND EIGHTY CENTS.

ALL AMERICAN ASPHALT Contractor Name:

1000001051

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

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:

Edward J Carlson, Vice President

PW Registration #:

State License #: 267073

Contractor Company Name: All American Asphalt

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C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>All American Asphalt</u>, (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, and work being: BN-2503-03 FY 23/24 STREET REHABILITATION &

DI-2505-05 FT 25/24 STREET REHADILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT 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 <u>Fidelity and Deposit Company of Maryland</u> a corporation organized and existing under the laws of the State

of <u>Illinois</u>, 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 <u>Ten Percent of Total Amount Bid ------</u> Dollars (<u>\$ 10% of Bid -----</u>) 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 2nd	
day of	June	, 2025 .	
		All American Asphalt	_
		Principal By a later	
		Title Echard Jeanson, P	_
		Fidelity and Deposit Company of Maryland	
		Surety	
		By Repecce proventer	
		Rebecca Haas-Bates, Attorney-in-Fact	
		Title	CLUC .
		E 32 6 (8160 / 14	5

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Notary	Acknowledgment
A notary public or other officer completing this ce verifies only the identity of the individual who sig document to which this certificate is attached, and truthfulness, accuracy, or validity of that document	ertificate ened the not the
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/arc su he/she/they executed the same in his/her/their autho instrument the person(s), or the entity upon behalf of v	ubscribed to the within instrument and acknowledged to me that rized capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the la and correct.	aws of the State of California that the foregoing paragraph is true
	WITNESS my hand and official seal.
Signature of Notary Public	<u></u>
	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 a	
and could prevent fraudulent removal a CAPACITY CLAIMED BY SIGNER	document
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CAPACITY CLAIMED BY SIGNER Individual	document nd reatlachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s)	document nd reatlachment of this form to another document.
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CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s) Partner(s) Limited	document nd reattachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s) Partner(s) Attorney-In-Fact Trustee(s) CAPACITY CLAIMED BY SIGNER United General	document nd reattachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT Title or Type of Document Number of Pages
CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s) Partner(s) Attorney-In-Fact Trustee(s) Guardian/Conservator	document nd reattachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s) Partner(s) Partner(s) Attorney-In-Fact Trustee(s) Guardian/Conservator Other:	document nd reattachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT Title or Type of Document Number of Pages
CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s) Partner(s) Partner(s) Conservator Guardian/Conservator Other: Signer is representing:	document nd reattachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT Title or Type of Document Number of Pages
CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Title(s) Partner(s) Attorney-In-Fact Attorney-In-Fact General Guardian/Conservator	document nd reattachment of this form to another document. DESCRIPTION OF ATTACHED DOCUMENT Title or Type of Document Number of Pages

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

On 06/04/2025	_before me,	Kathryn Marconi, Notary Pub Here Insert name and Title of the Off	lic,
personally appeared		Edward J. Carlson Name(s) of Signer(s)	
KATHRYN MARCONI Notary Public - California Riverside County, Commission # 2490731 My Comm. Expires May 21, 2028	person and a his/ her signatu of whic I certify Califor	roved to me on the basis of satisfact ((s) whose name(s) is/are subscribed cknowledged to me that he/she/they /their authorized capacity(ies), and ure(e) on the instrument the person(s), ch the person(s) acted, executed the in y under PENALTY OF PERJURY under nia that the forgoing paragraph is true ESS-my hand and official seal.	to the within instrumen executed the same in d that by his/ her/thei or the entity upon beha strument. er the laws of the State of
Place Notary Seal Above	Signatu	Signature of Notary Publi	Mu ic
Though the information below and could prevent	- OPTIONAL v is not required by fraudulent removal	law, it may prove valuable to person relying and reattachment of this form to another do	g on the document cument.
Description of Attached Docume Title or Type of Document Bid Bo		awndale	
			<i>ı</i> o (2)
	_{e:} <u>Rebecca H</u>	aas-Bates (Attorney in Fact)	3
Capacity(ies) Claimed by Signer	(s)		
Signer's Name: Edward	J. Carlson	— Signer's Name:	
□ Individual	Vice Dresident	□ Individual	
X Corporate Officer – Title(s): □ Partner □ □ Limited □ General ■	vice President	Corporate Officer – Title(s): Partner Limited Gene	
□ Attorney in Fact	RIGHT THUMBPRINT OF SIGNER	□ Attorney in Fact	RIGHT THUMBPRINT OF SIGNER
□ Trustee	Top of thumb here	□ Trustee	Top of thumb here
□ Other:		Other:	-
Signer is Representing: All American Asphalt		Signer is Representing:	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

		tificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California)
County of Orange)
On 06/02/2025	before me, L.	Gomez, Notary Public
Date		Here Insert Name and Title of the Officer
personally appeared	Rebecca Haas-Bates	
		Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature_

Signature of Notary Public

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 Documer	t:Bid Bc	ond Doc	ument Date:
Number of Pages: Two(2) Signer(s) Other T	han Named Above:	All American Asphalt
Capacity(ies) Claimed by			
Signer's Name: Rebecca H	aas-Bates		:
□ Corporate Officer - Tit	e(s):	Corporate C	Officer – Title(s):
□ Partner - □ Limited			Limited General
□ Individual ☑ Attor	ney in Fact		Attorney in Fact
□ Trustee □ Gua	dian or Conservator	□ Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Representing:			resenting:
Fidelity and Deposit Company	y of Maryland		-

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of January A.D. 2025.

By: Christopher Nolan Vice President

Dawn & Grown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



On this 7th day of January A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Sccretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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Genevieve M. Malson Notary Public My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

Name of Bidder:	All American Asphalt	
Business Address:	400 East Sixth Street	
	Corona, CA 92878	
Telephone No:	951-736-7600	

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET **REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

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: Edward J Carlson, Vice President

E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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.

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Respectfu	illy submitted,		1.11
All Ameri	can Asphalt		Edward J Carlson, Vice President
Contracto	r's Business Nai	ne	Contractor Signature Title
400 East	Sixth Street		Michael Farkas, Secretary
Business	Address: Street		By Title
Corona, C	CA 92878		267073 A.C-10
City	State	Zip	Contractor's License No. and Classification
951-736-76	600		614125
Business	Phone Number		Date
Mark Luer, F	President		400 East Sixth Street
Name	Tit	le	Residence: Street
CORONA,	CA 92879		951-736-7600
City	State	Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of <u>Riverside</u> On <u>06/04/2025</u>	before me, <u>Kathryn Marconi, Notary Public</u> , Here Insert name and Title of the Officer
personally appeared	Edward J. Carlson and Michael Farkas Name(s) of Signer(s)
KATHRYN MARCONI Notary Public - California Riverside County Commission # 2490731 My Comm. Expires May 21, 2028 Place Notary Seal Above	, who proved to me on the basis of satisfactory evidence to be the person(S) whose name(s) is/are subscribed to the within instrumen and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/thei signature(s) on the instrument the person(s), or the entity upon behal 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 forgoing paragraph is true and correct. WITNESS my hand and official seal. Signature
Though the information below is not and could prevent fraudule Description of Attached Document	required by law, it may prove valuable to person relying on the document ent removal and reattachment of this form to another document.
Title or Type of Document Bidder's Document Date: 06/04/2025	Number of Pages: Two (2)
Attorney in Fact	rlson Signer's Name: <u>Michael Farkas</u>
Signer is Representing: All American Asphalt	Signer is Representing: All American Asphalt

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination 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 All American Asphalt	
TITLE OF PERSON SIGNINGEdward J Carlson, Vice President	_
SIGNATURE	
DATE (14/25	

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

SEE ATTACHED LETTER



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ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671 P.O. Box 2229, Corona, CA 92878-2229 Contractors License #267073 ACT2 D1R #1000001051

EEO-AFFIRMATIVE ACTION PROGRAM - BASIC POLICY

TO ALL AMERICAN ASPHALT PERSONNEL:

IT IS THE STATED POLICY OF ALL AMERICAN ASPHALT THAT ALL EMPLOYEES AND APPLICANTS SHALL RECEIVE EQUAL CONSIDERATION AND TREATMENT. ALL RECRUITMENT, HIRING, PLACEMENT, TRANSFER AND PROMOTIONS WILL BE ON THE BASIS OF QUALIFICATIONS OF THE INDIVIDUAL FOR THE POSITION BEING FILLED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER). ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, LAYOFFS, RETURN FROM LAYOFF, TERMINATION'S, TRAINING AND SOCIAL AND RECREATIONAL PROGRAMS ARE ADMINISTERED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER).

EQUAL OPPORTUNITY IS A CONTINUING EFFORT AND REQUIRES THE FULL SUPPORT OF ALL OF US TO ENSURE THE DEVELOPMENT OF OUR MINORITY AND FEMALE EMPLOYEES. EACH POSSIBILITY TO HIRE OR PROMOTE SHOULD BE VIEWED AS AN OPPORTUNITY TOWARD OUR GOAL OF A FULLER UTILIZATION OF OUR MINORITY AND FEMALE EMPLOYEES. EACH MANAGER WILL COMMUNICATE TO EMPLOYEES THAT OUR COMMITMENT TO AN AFFIRMATIVE ACTION PROGRAM IS REAL, IS SUPPORTED BY OUR COMPANY, AND HAS A HIGH PRIORITY. WE ENCOURAGE ALL OF OUR EMPLOYEES TO PARTICIPATE IN THIS EFFORT BY ENCOURAGING MINORITIES AND FEMALES TO APPLY FOR EMPLOYMENT AND TO SEEK PROMOTIONS.

FOR ASSISTANCE IN THE EQUAL OPPORTUNITY PROGRAM, MANAGERS AND EMPLOYEES SHOULD CONTACT MARK LUER, EEO COORDINATOR AT (951) 738-7600. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

nh

MARK LUER PRESIDENT

December 7, 2011

G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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.)

Signatu	re:	filler
Name:	Edward J Carlson	
Title: _	Vice President	
Name c	of Company:	All American Asphalt

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 ______ day of _____

Corona

_____ day of _____ (place of execution), California.

Signature:

Name: Edward J Carlson

Title: Vice President

Name of Company: __All American Asphalt

, at

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the	Vice President	of	All American Asphalt	,	the	party	making	the
foregoing H	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 $\frac{24425}{25}$ [date], at <u>Corona</u> [city], <u>California</u> [state].

All American Asphalt

NAME OF BIDDER

SIGNATURE OF BIDDER Edward J Carlson, Vice President

400 East Sixth Street

ADDRESS OF BIDDER

Corona, CA 92878 CITY STATE ZIP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California		
County of <u>Riverside</u>		
On 06/04/2025 be	efore me,	Kathryn Marconi, Notary Public, Here Insert name and Title of the Officer
personally appeared		Edward J. Carlson Name(s) of Signer(s)
KATHRYN MARCONI Notary Public - California Riverside County. Commission # 2490731 My Comm. Expires May 21, 2028	person(e, and ackr his/ her/th signature of which I certify u California	, wed to me on the basis of satisfactory evidence to be the phowledged to me that he/she/they executed the same in heir authorized capacity(ies), and that by his/her/their (e) on the instrument the person(e), or the entity upon behal the person(e) acted, executed the instrument. ander PENALTY OF PERJURY under the laws of the State of that the forgoing paragraph is true and correct. S my hand and official seal.
Place Notary Seal Above		Xallen Maran)
Though the information below is	not required by law	w, it may prove valuable to person relying on the document d reatlachment of this form to another document.
Description of Attached Document		
Title or Type of Document Non-Co	Ilusion Decla	aration
Document Date: 06/04/2025		Number of Pages: One (1)
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Attorney in Fact		 Signer's Name: Individual Corporate Officer — Title(s): Partner □ □ Limited □ General Attorney in Fact Trustee Other:
Signer is Representing: All American Asphalt		Signer is Representing:

J. REFERENCES OF WORK

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. CITY OF RIVERSIDE 3900 MAIN STREET RIVERISDE, CA 92502

Name and Address of Public Agency

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MARK MESEN 951-826-5311 MMENSEN@RIVERSIDECA.GOV Name, Email, and Telephone Number of Project Manager

SB-1 ST IMPROVEMENT

Name and Description of Project		
8,965,842.76	1/2024	
Original Contract Amount	Original Date of Completion	
8,965,842.76	1/2024	
Final Contract Amount	Final Date of Completion	
Number of Change	Orders N/A	
2. City of Irvine 1 Civic Center Pla	aza, Irvine, CA 92606	
2. <u>Uty of Irvine 1 Civic Center Pla</u> Name and Address of Public Agency	aza, Irvine, CA 92606	
STACY DELONG 949-724-7365		
Name, Email, and Telephone Number of P		
JAMBOREE PAVEMENT REF		
Name and Description of Project		
7,869,222.00	12/2024	
Original Contract Amount	Original Date of Completion	
7,869,222.00	12/2024	
Final Contract Amount	Final Date of Completion	
Number of Change	Orders N/A	

3. <u>CITY OF DUARTE 1600 HUNTINGTON DR DUARTE, CA 91010</u> Name and Address of Public Agency

BRAIN CHAU 626-357-7938 BCHAU@ACCESSDUATE.COM

Name, Email, and Telephone Number of Project Manager

FY23-24 STREET REHAB PROJECT 24-3

Name and Description of Project

1,199,199.00 Original Contract Amount

1,199,199.00

Final Contract Amount

12/2024

Original Date of Completion 12/2024

Final Date of Completion

nai Contract Aniount

Number of Change Orders N/A

4. CITY OF MONTEREY PARK 320 W NEWMARK AVE, MONTERY PARK, CA 91754 Name and Address of Public Agency

Anthony Bendezu (626) 307-1320 abendezu@montereypark.ca.gov

Name, Email, and Telephone Number of Project Manager

2023-24 STREET REHABILITATION VARIOUS LOCATION

Name and Description of Project

1,498,887.89

Original Contract Amount

1,498,887.89

Final Contract Amount

12/2024

Original Date of Completion 12/2024

Final Date of Completion

Number of Change Orders N/A

For additional References, please add separate sheets.

All American Asphalt

NAME OF BIDDER

date 6425

SIGNATURE OF BIDDER Edward J Carlson, Vice President

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City of Riverside 3900 Main St. Riverside, CA 92502 Contact: Mark Mesen (951) 826-5311 <u>mmensen@riversideca.gov</u>

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Lewis Management Corporation 1156 N. Mountain Ave. Upland, CA 91786 Contact: Daniel Coburn (909) 985-0971 Daniel.coburn@lewismc.com

City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Contact: Stacy Delong (949) 724-7365 sdelong@cityofirvine.org

City of Duarte 1600 Huntington Dr. Duarte, CA 91010 Contact: Brian Chau (626)357-7938 <u>bchau@accessduarte.com</u>

City of Norwalk 12700 Norwalk Blvd. Norwalk, CA 90650 Contact: Glen W.C. Kau (562) 929-5723 gkau@norwalkca.gov SB-1 St. Improvement Contract Amount: \$8,965,842.76 Start Date: 4/2023 End Date: 1/2024

Haven Avenue and Fourth Street Improvements Contract Amount: \$1,338,174.90 Start Date: 6/2023 End Date: 7/2024

Jamboree Pavement Rehabilitation Contract Amount: \$7,869,222.00 Start Date: 6/2023 End Date: 12/2024

FY 23-24 Street Rehabilitation Project 24-3 Contract Amount: \$1,199,199.00 Start Date: 4/2024 End Date: 12/2024

Local Streets Rehab Program Ph II Zone 19 Contract Amount: \$7,869,222.00 Start Date: 6/2023 End Date: 12/2024

City of Monterey Park 320 W Newmark Ave. Monterey Park, CA 91754 Contact: Anthony Bendezu (626) 307-1283 <u>abendezy@monterypark.ca.gov</u>

Lennar Homes 4140 Temescal Canyon RD#410 Corona, CA. 92883 Contact: Tom Ontiveros (951) 817-3595 <u>Thomas.ontiveros@Lennar.com</u>

City of El Monte 11333 Valley Blvd. El Monte, CA 91731 Contact: Kevin Ko (626) 580-2058 Kko@elmonteca.gov.

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Contact: Cristina Oquendo (714) 754-5015 <u>cristina.oquendo@costamesaca.gov</u>

City of Corona 400 S. Vicentia Ave. Corona, CA 92882 Contact: Ismael Rivera (951) 736-2400 Ismael.Rivera@CoronaCA.gov 2023-24 Street Rehabilitation Various Locations Contract Amount: \$1,498,887.89 Start Date: 9/2023 End Date: 12/2024

Goetz Road Improvements Contract Amount: \$1,322,050.15 Start Date: 5/2024 End Date: 12/2024

Lower Azusa RD St. Improvements Contract Amount: \$2,194,194.00 Start Date: 5/2024 End Date: 12/2024

Placentia Ave. W 19th St & E 19th St. Pavement Rehabilitation 22-08 Contract Amount: \$2,745,547.20 Start Date: 2/2023 End Date: 7/2024

Citywide Street Pavement Rehabilitation Project ST-2101-01 Contract Amount: \$14,236,115.51 Start Date: 12/2023 End Date: 7/2025

City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Manhattan Beach, CA 90266 Contact: Jarb Thaipejr (909) 799-2811 jthaipejr@lomalinda-ca.gov

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Euclid Land Venture, LLC 4450 Macarthur Blvd., Ste 100 Newport Beach, CA 92693 Contact: Scott Kendall (949) 783-5341 <u>khaymes@ranchomv.com</u>

City of Aliso Viejo 12 Journey Ste #100 Aliso Viejo, Va 92656 Contact: Shaun Pelletier (949) 425-2531 spelletier@avcity.org

RMV Realty, Inc. 28811 Ortega HWY San Juan Capistrano, CA 92693 Contract: Jeff Ford (949) 413-8899 jford@ranchomv.com

City of Monterey Park 320 W. Newmark Avenue Monterey Park, CA 91754 Contact: Anthony Bendezu (626) 307-1283 abendezy@montereypark.ca.gov Pavement Rehab. at Various Locations Contract Amount: \$1,476,363.00 Start Date: 9/1/2023 End Date: 12/2023

Merrill Ave. Street Widening Contract Amount: \$915,915.00 Start Date: 4/2022 End Date: 2/2023

FY22-23 Slurry Seal & Rehab Project Contract Amount: \$1,595,650.00 Start Date: 5/2022 End Date: 5/2023

PA 3.2A Street Improvement Contract Amount: \$1,244,244.00 Start Date: 4/2022 End Date: 8/2023

2023 Street Rehabilitation Project Contract Amount: \$6,865,699.00 Start Date: 8/2023 End Date: 12/2023

City of Fullerton 303 W. Commonwealth Ave Fullerton, CA 92632 Contact: Joseph Hernandez (714) 773-0049 JHernandez@cityoffullerton.com

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City of Ontario 303 East B Street Ontario, CA 91764 Contact: Leonard Lui (909) 295-2401 LLui@ontarioca.gov.

City of Riverside 2900 Main St. Riverside, CA 92522 Contact: Maria Lamping (951) 826-5146 <u>mlamping@riversideca.gov</u>

City of Ontario 825 East Third Street San Bernardino, CA 92415 Contact: Samuel E. Nicorici (909) 387-7960 bdavis@newportbeachca.gov

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Contact: Cristina Oquendo (714) 754-5015 <u>cristina.oquendo@costamesaca.gov</u> Brookhurst Rd., SR91 St. Rehab Contract Amount: \$325,825.00 Start Date: 5/2023 End Date: 12/2023

2023 Fall Pavement Rehabilitation Project Contract Amount: \$4,569,222.00 Start Date: 08/2023 End Date: 11/2023

Permanent Trench Resurfacing Contract Amount: \$455,150.00 Start Date: 1/2023 End Date: 6/2023

Chino & Montclair Area Variours Roads Overlay Project Contract Amount: \$5,639,575.88 Start Date: 9/2022 End Date: 7/2023

Citywide Parkway Maintenance St. Rehab Slurry Seal Project Contract Amount: \$2,828,001.50 Start Date: 1/2022 End Date: 7/2023

City of Manhattan Beach 1400 Highland Ave. Manhattan Beach, CA 90266 Contact: Bianca Cardenas (310) 802-5357 bcardenas@manhattanbeach.gov

RMV Realty, Inc. 28811 Ortega Hwy San Juan Capistrano, CA 92693 Contact: Kelly Haymes <u>khaymes@ranchomv.com</u>

City of Westlake Village 31200 Oak Crest Dr. Westlake Village, CA 91361 Contact: Roxanne Hughes (805) 890-8885 rhughes@willdan.com

City of Burbank 275 E Olive Burbank, CA 91502 Contact: Artin Megerdichian (818) 238-3942 amegerdichian@burbankca.gov

City of Highland 27215 Base Line St. Highland, CA 92346 Contact: Amanda Perez (909) 864-6861 aperez@cityofhighland.org Slurry Seal of Central Area of Sands Section Contract Amount: \$730,251.42 Start Date: 12/2021 End Date: 7/2022

Planning Area 3.1 Street Improvement Contract Amount: \$3,996,996.00 Start Date: 4/2021 End Date: 4/2022

Dales Dr. and Parkridge Ave Street Improv. Amount: \$1,025,336.00 Start Date: 5/2022 End Date: 6/2022

Local Residential St. Improv. Project Contract Amount: \$7,761,320.00 Start Date: 1/2022 End Date: 12/2022

Pavement Management Program Contract Amount: \$2,082,099.00 Start Date: 10/2021 End Date: 12/2022

K. SUBCONTRACTORS LIST

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BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing. Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

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V and
CANGE CA 9286
6%
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Address:	GARDI	N GRAVE
13261 GARDEN GROVE BLVD,	<u></u> 91	843 CA
NTROL		
DIR Registration No.		
1000407561		
Dollar Amount of Work & % of Work		
\$ 22,590 1.17%		
Address:	ORANG	E CA
1938 E KATELLA AVE,	9286	7
DIR Registration No.		
1000001610		
Dollar Amount of Work & % of Work 37.740 0.40°	0	
	13261 GARDEN GROVE BLVD, NTROL DIR Registration No. 1000407561 Dollar Amount of Work & % of Work 22,590 117% Address: 1938 E KATELLA AVE, DIR Registration No. 100001610 Dollar Amount of Work & % of Work	13261 GARDEN GROVE BLVD, 91 NTROL DIR Registration No. 1000407561 Dollar Amount of Work & % of Work \$ 22,590 117% Address: 0RANG 1938 E KATELLA AVE, 9286 DIR Registration No. 100001610

Sub-Contractors Name:	Address:	
Description of Work:		
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

Sub-Contractors Name:	Address:		
Description of Work:			
CSLB Contractor License No.	DIR Registration No.		
Phone No.	Dollar Amount of Work & % of Work		

ADD ADDITIONAL PAGES IF NECESSARY.

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Percent of work to be performed by sub-Contractors: 3.39% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

Sub-Contractors Name:	Address:	
Description of Work:		
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

Sub-Contractors Name:	Address:	
Description of Work:		********
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

ADD ADDITIONAL PAGES IF NECESSARY.

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Percent of work to be performed by sub-Contractors:____% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

X The Contractor is not:

- 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: Edward J Carlson

Title: Vice President

Firm Name: All American Asphalt

Date: 4/4/25

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: All Americ	an Asphalt	
DIR Registration Number:	1000001051	
DIR Registration Expiration:_	6/31/2026	3
Small Project Exemption:	Yes or X	No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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 All American Asphalt

Signature

as fail 1

Name and Title Edward J Carlson, Vice President

Date

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

CASELAND SURVEYING, INC

All contact information for references must be current.

1 Come AE LANDUS (Som 72	GENSERAL CONTRACTOR : SEQUEL C.	
Name and Address of Public Agency	GENERAL CONTRACTOR: SEQUELO.	NTRACTERS !
MIKE MALLER (Sequel Contractores) Name, Email, and Telephone Number of Proj	MIKE @ SEQUELCONTRACTORS, COLI, 562-80 ect Manager	2-7227
FY 22/23 RESIDENTIAL STREET A	REDHABILITATION PROJECT	
Monument Reservation & Const Name and Description of Project	RUCTION STAKING	
\$ 41,350.00	UNKNOWN	
Original Contract Amount	Original Date of Completion	
641,350,00	11/12/2024	
Final Contract Amount	Final Date of Completion	
Number of Change Or	rders 0	
2. CITY OF LAWNDALE (SUB TO HA	ardy & HARPER)	
Name, Email, and Telephone Number of Proje	DEODINIHO CHARDY AND HARPER, COM, ect Manager	760-275-0642
REDONDO BEACH BLUD, STREET IMPROV	REMENT PROJECT	
Name and Description of Project	STRUCTION STAKING	
\$ 14,600.00	unknown	
Original Contract Amount	Original Date of Completion	
\$ 14,930.00	2/3/2023	
Final Contract Amount	Final Date of Completion	
Number of Change Or	ders/	

BC TRAFFIC SPECIALIST

All contact information for references must be current.

1. CITY OF ANATEIM, 200 S. ANAITEIM BLVD, ANATEIM CA Name and Address of Public Agency GERMAN RODÉGUEZ, GROdriguez 3 Qanaheim. net Name, Email, and Telephone Number of Project Manager 714.240.9840 Name and Description of Project 10.25.24 \$ 91,503.00 Original Date of Completion Original Contract Amount 10.25.24 \$ 91,503.00 Final Contract Amount Final Date of Completion Number of Change Orders 2. <u>CALTRANS</u> 12-0R0704 Name and Address of Public Agency TRVIN NGUYEN 3251 4 UNIMERSITY DRIVE #1 Name, Email, and Telephone Number of Project Manager 949.279.8590 Name and Description of Project 4,077,005.00 Original Contract Amount 10/2018 Original Date of Completion .00 4,077,005 10/2018 Final Date of Completion Number of Change Orders

All contact information for references mus	
1. CITY OF LAWNDALE, PUBLIC	WORKS DEPT (SUBCONTRACTOR TO CONTRAC
Name and Address of Public Agency	
FS CONTACT : YING KWAN (8	18) 838-6040
Name, Email, and Telephone Number of P	
PROP A CONCRETE BUS PAD	INSTALLATION #13N-2401-20
94,000 .00 Original Contract Amount \$4,000 .00 Final Contract Amount	Original Date of Completion リノロンクンター Final Date of Completion
Number of Change	e Orders
2. CITY OF LAWNDALE (SUB	CONTRACTOR TO HARDY & HARPER)
Name and Address of Public Agency HARDY CONTACT: JOHN G	NINH 6(D) 275.0642
Name, Email, and Telephone Number of I	Project Manager

Name and Description of Project # 10, 395.00 Original Contract Amount

Final Contract Amount

1/20/2023 Original Date of Completion

1/20/2023 Final Date of Completion

Number of Change Orders_



CITY OF LAWNDALE CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

June 2025 City of Lawndale .

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

CONTRACTOR: Hardy & Harper, Inc.

Date: June 2, 2025

TO: City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

Contractor Signature Michael Amundson, Vice President

100000076 PWCR Registration Number

B. BIDDING SCHEDULE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	90,000	90,000
2	1	LS	Construction Survey & Staking	309-4	40,000	40,000
3	1	LS	Furnish Traffic Control	601	185,627.23	185,627.23
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	201000	201000
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	• 33	163,207.77
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	138	853,116
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	180	91,260
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	13	184,925
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	22	108, 614
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	8,000	32,000

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Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	700	8,400
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	50	42,650
13	42	EA	Adjust existing Manhole to Grade	403-5	1,300	54,600
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	1,300	119,600
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	5,000	5,000
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	8,000	16,000

(Total Bid in Figures) \$ 2,015,000.00

(Total Bid in Words) Two Million Fifteen Thousand Pollars Even

Contractor Name: Hardy & Harper 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

<u>10% of total amount bid</u> 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:

Michael Amundson, Vice President

100000076

PW Registration #:

State License #: 215952, Class: A, C-8 & C12

Contractor Company Name: Hardy & Harper, Inc.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>Hardy & Harper, Inc.</u>, (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, and work being:

BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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.

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 this2nd	
day of	June , 2025 .	
-	Hardy & Harper, Inc.	_
	Principal	
	By	
	Title Michael Amundson, Vice Presi	dent
		7
	Fidelity and Deposit Company of Maryland	
	Surety	
	By	
	Dwight Reilly, Attorney-in-Fact	
	Title	
	19	

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 ______June 4, 2025 _____before me, _____Elizabeth Ellen Walters, Notary Public ______

 Date
 Here Insert Name and Title of the Officer

personally appeared Michael Amundson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/axe subscribed to the within instrument and acknowledged to me that he/sk/e/they executed the same in his/ber/their authorized capacity(ies), and that by his/ber/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

Place Notary Seal Above

OPTIONAL -

Signature_

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

Description of Attached Document							
Title or Type of Document: Bid Bond	Document Date: June 2, 2025						
Number of Pages: 3 Signer(s) Other Than Named Above:							
Capacity(ies) Claimed by Signer(s)							
Signer's Name: Michael Amundson	Signer's Name:						
Corporate Officer - Title(s): Vice President	Corporate Officer – Title(s):						
□ Partner – □ Limited □ General	Partner — Limited General						
□ Individual □ Attorney in Fact	Individual Attorney in Fact						
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator						
Other:	Other:						
Signer Is Representing:	Signer Is Representing:						
Hardy & Harper, Inc.	,						

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Notary Ac	Notary Acknowledgment					
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and no truthfulness, accuracy, or validity of that document.	icate d the t the					
STATE OF CALIFORNIA COUNTY OF Orange						
On <u>June 2nd</u> , 20 <u>25</u> , before me, <u>Adria</u>	an Benkert-Langrell , Notary Public, personally					
appeared Dwight Reilly	, who proved to me on the basis of satisfactory					
	cribed to the within instrument and acknowledged to me that ed capacity(ies), and that by his/her/their signature(s) on the ch the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws and correct.	of the State of California that the foregoing paragraph is true					
ADRIAN BENKERT-LANGRELL COMM. #2403748 Notary Public California ORANGE COUNTY My Comm. Expires May 9, 2026 Signature of Notary Public 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						
IndividualCorporate Officer						
Title(s)	Bid Bond Title or Type of Document					
" Partner(s) " Limited	Two (2)					
" General	Number of Pages					
X Attorney-In-Fact						
"Trustee(s)	June 2nd, 2025					
" Guardian/Conservator " Other:	Date of Document					
Signer is representing: Name Of Person(s) Or Entity(ies)	् र					
Fidelity and Deposit Company of Maryland						

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL, Magdalena R. WOLFE of Orange, California, its rue and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND EPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of February, A.D. 2025.

SEAL

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

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By: Christopher Nolan Vice President

Dawn & Grown_

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 20 th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Scals of said Companies, and that the said Corporate Scals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Discribue M. Wash-

Genevieve M. Maison Notary Public My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time." CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>2nd</u> day of June , 2025.



Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & **BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

FROM:

TO:

Name of Bidder:	Hardy & Harper, Inc.
Business Address:	32 Rancho Circle, Lake Forest, CA 92630
Telephone No:	714-444-1851

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET **REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

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: Michael Amundson, Vice President

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E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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.

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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,

Respectfully suc	smitted,		2.11		
Hardy & Harper	, Inc.		Ma	Vice President	
Contractor's Business Name			Contractor Signature Title		
32 Rancho Circl	le		Michael Amundson, Vi	ce President	
Business Address: Street			Ву	Title	
	CA State	92630 Zip	215952, Class: A, C-8 & Contractor's License No		
714-444-1851			June 2, 2025		
Business Phone Number			Date		
Michael Amunds	son, Vice Pre Title	esident	32 Rancho Circle Residence: Street		
	CA State	92630 Zip	714-444-1851 Residence Phone Numb	bei.	

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.

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F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination 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 Hardy & Harper, Inc.

TITLE OF PERSON SIGNING <u>Michael Amundson, Vice President</u>

DATE_June 2, 2025

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

Please see attached.

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HARDY & HARPER, INC. COMPANY POLICIES AND PROCEDURES

SECTION 1.0 EQUAL EMPLOYMENT OPPORTUNITY

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Hardy & Harper, Inc. is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Hardy and Harper, Inc. company policy prohibits unlawful discrimination based on race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on perception that anyone has any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

All such discrimination is unlawful.

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Hardy and Harper, Inc. is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all people involved in Hardy and Harper, Inc. operations and prohibits unlawful discrimination by any employee of the company, including supervisors and coworkers.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or Chris Icamen Hardy and Harper, Inc. EEO officer. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Chris Icamen EEO Officer. Hardy and Harper, Inc. will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If the Hardy and Harper, Inc. determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. Hardy and Harper, Inc. will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disability, Hardy and Harper, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Chris Icamen EEO Officer, and discuss the need for an accommodation. Hardy and Harper, Inc. will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant or employee who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) job should contact Chris Icamen EEO Officer and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, Hardy and Harper, Inc. will make the accommodation.

Hardy and Harper, Inc. EEO Officer Chris Icamen can be reached at 714-444-1851 Ext. 128 or <u>Cicamen@hardyandharper.com</u>

Dan Maas, CEO

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G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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: Michael Amundson
Title: Vice President
Name of Company: _ Hardy & Harper, Inc.

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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	e and correct	t. Executed this	2nd	day of <u>June</u>
2025	, at	Lake Forest	(plac	e of execution), California.
	11/1,			

Signature:	
Name: Michael Amundson	
Title: Vice President	
Name of Company: Hardy & Harper, Inc.	



I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the <u>Vice President</u> of <u>Hardy & Harper, Inc.</u>, 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. 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 <u>6/2/2025</u> [date], at <u>Lake Forest</u> [city], <u>California</u> [state].

Hardy & Harper, Inc. NAME OF BIDDER

14

SIGNATURE OF BIDDER Michael Amundson, Vice President <u>32 Rancho Circle</u> ADDRESS OF BIDDER

Lake Forest	CA	92630	
CITY	STATE	ZIP	

J. REFERENCES OF WORK

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. City of Fullerton - 303 W. Commonwealth Avenue, Fullerton, CA 92832 Name and Address of Public Agency

<u>Melissa Rendon - melissa.rendon@cityoffullerton.com - (714) 738-6886</u> Name, Email, and Telephone Number of Project Manager

Las Palmas Area Street Rehabilitation

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Underground, PCC, FDR, Cold Mill, HMA, Crack Seal, Chip Seal, Slurry Seal, Utility Adjusting, Electrical, Striping Name and Description of Project

\$2,585,000.00	October 2024
Original Contract Amount	Original Date of Completion
\$2,256,172.28	October 2024
Final Contract Amount	Final Date of Completion
Number of Change C	orders 2
2. City of Ontario - 303 East B Street, Ontari Name and Address of Public Agency	io, CA 91764
•••	202 205 2102
Yesenia Lopez - ylopez@ontarioca.gov - (90	
Name, Email, and Telephone Number of Pro	jeet Manager
2024 Spring Pavement Rehabilitation Project	ct
Grinding, PCC, HMA, ARHM, Adjust Utili	ties, Striping & Marking
Name and Description of Project	
\$2,041,000.00	June 2024
Original Contract Amount	Original Date of Completion
\$1,956,008.37	June 2024
Final Contract Amount	Final Date of Completion
Number of Change C	Drders 4

. the sea of

3. <u>City of Moreno Valley - 14177 Frederick Street, Moreno Valley, CA 92552</u> Name and Address of Public Agency

Quang Nguyen - quangn@moval.org - (951) 413-3159 Name, Email, and Telephone Number of Project Manager

Pavement Rehabilitation for Various Local Streets CDBG FY 21/22

PCC, HMA, ARHM, Cold Mill, Crack Seal, Slurry Seal, Utility Adjusting, Electrical, Striping and Marking Name and Description of Project

\$2,444,260.00	December 2022	
Original Contract Amount	Original Date of Completion	
\$2,446,188.66	December 2022	
Final Contract Amount	Final Date of Completion	
Number of Change Or	ders 1	
4. <u>City of Downey - 11111 Brookshire Avenu</u> Name and Address of Public Agency	ue, Downey, CA 90241	
Desi Gutierrez - dgutierr@downeyca.org - (5	62) 904-7110	
Name, Email, and Telephone Number of Proje	ect Manager	
Residential Street Pavement Rehabilitation Pr	roject, Area 1	
Survey, Crack Seal, Slurry Seal, Cape Seal, HMA, AR	HM, Cold Mill, PCC, Utility Adjusting, Loops, Str	iping & Marking
Name and Description of Project		
\$2,875,000.00	June 2022	
Original Contract Amount	Original Date of Completion	
\$3,189,408.55	June 2022	
Final Contract Amount	Final Date of Completion	
Number of Change Or	rders1	
For additional References, please add separate	e sheets.	,
Hardy & Harper, Inc. NAME OF BIDDER	DATE_June 2, 2025	
11/-		

SIGNATURE OF BIDDER Michael Amundson, Vice President

	Hardy & Harper, Inc. Pa	
OWNER/AGENCY	Kamran Dadbeh	PROJECT NAME, AMOUNT, & COMPLETION DATE Pavement Rehabilitation on Mount Vernon Avenue
City of Grand Terrace		
22795 Barton Road	(909) 824-6621	Contract Amount: \$693,000.00
Grand Terrace, CA 92313	kdadbeh@grandterrace-ca.gov	Completion Date: December 2024
City of Fullerton	Melissa Rendon	Las Palmas Area Street Rehabilitation
303 West Commonwealth Avenue	(714) 738-6886	Contract Amount: \$2,585,000.00
Fullerton, CA 92832	melissa.rendon@cityoffullerton.org	Completion Date: October 2024
County of Riverside	Joel Jimenez	Dillon Road Resurfacing and Bubbling Wells Resurfacing
3525 14th Street	(951) 955-1537	Contract Amount: \$3,200,000.00
Riverside, CA 92501	jrjimenez@rivco.org	Completion Date: September 2024
City of Orange	Salvador Munoz	Annual Pavement Maintenance at Various Locations FY 23-24
300 E. Chapman Avenue	(714) 744-5547	Contract Amount: \$3,850,000.00
Orange, CA 92866	smunoz@cityoforange.org	Completion Date: August 2024
City of Cathedral City	Armando Baldizzone	Panorama Neighborhood Pavement Reconstruction
68-700 Avenida Lalo Guerrero	(760) 770-0340	Contract Amount: \$636,000.00
Cathedral City, CA 92234	abaldizzone@cathedralcity.gov	Completion Date: July 2024
City of Ontario	Yesenia Lopez	2024 Spring Pavement Rehabilitation Project
303 East "B" Street	(909) 395-2103	Contract Amount: \$2,041,000.00
Ontario, CA 91764	ylopez@ontarioca.gov	Completion Date: June 2024
City of Los Alamitos	Chris Kelley	Bloomfield Street Improvement Project
3191 Katella Avenue	(562) 431-3538	Contract Amount: \$207,000.00
Los Alamitos, CA 90720	ckelley@cityoflosalamitos.org	Completion Date: April 2024
City of Rancho Santa Margarita	Tri Nguyen	Fy 23-24 Annual Residential Overlay
22112 El Paseo	(949) 635-1813	Contract Amount: \$829,425.00
Rancho Santa Margarita, CA 92688	tnguyen@cityofrsm.org	Completion Date: March 2024
City of Vernon	Lissette Melendez	Gifford Ave, 48th, 49th & 50th Street Improvements
4305 Santa Fe Avenue	(323) 583-8811	Contract Amount: \$792,000.00
Vernon, CA 90058	Imelendez@cityofvernon.org	Completion Date: March 2024
City of Signal Hill	Davina Buenavista	Palm Drive Pavement Rehabilitation Project
2175 Cherry Avenue	(310) 766-6985	Contract Amount: \$774,000.00
Signal Hill, CA 90755	dbuenavista@koacorp.com	Completion Date: October 2023
City of Manhattan Beach	Gilbert Ramos	Cycle 2 Street Resurfacing Project
14000 Highland Avenue	(310) 802-5353	Contract Amount: \$3,110,000.00
Manhattan Beach, CA 90266	gramos@manhattanbeach.gov	Completion Date: September 2023
San Bernardino County	Larry White	Rain Shadow Road and Other Roads
825 East 3rd Street	(909) 663-7599	Contract Amount: \$830,000.00
San Bernardino, CA 92415	lwhite@dpw.sbcounty.gov	Completion Date: September 2023
City of El Segundo	Floriza Rivera	FY 23/24 Pavement Rehabilitation Project
350 Main Street	(310) 524-2361	Contract Amount: \$1,635,000.00
El Segundo, CA 90245	frivera@elsegundo.org	Completion Date: July 2023
City of La Cañada Flintridge	Nasser Shoushtarian	2023 Citywide Street Resurfacing Program
1 Civic Center Drive	(818) 790-8882	Contract Amount: \$1,060,000.00
La Cañada Flintridge, CA 91011	nshoushtarian@lcf.ca.gov	Completion Dat: June 2023
City of Palos Verdes Estates	Monica Pango	FY 21-22 Street Improvements
340 Palos Verdes Drive West	(951) 475-3625	Contract Amount: \$1,138,000.00
Palos Verdes Estates, CA 90274	mpango@hrgreen.com	Completion Date: May 2023
City of Norwalk	Delfino Consunji	Local Streets Rehabiliation CDBG FY 22-23
12700 Norwalk Blvd	(714) 686-8911	Contract Amount: \$956,000.00
Norwalk, CA 90650	dconsunji@oe-eng.com	Completion Date: April 2023
City of San Gabriel	Alam Mai	CDBG Street Improvements Project FY 22/23
425 S. Mission Drive	(626) 308-2825	Contract Amount: \$490,000.00
San Gabriel, CA 91776	amai@sgch.org	Completion Date: March 2023
City of Fullerton	Rafael Chavez	Residential Street Rehabilitation
City of Function	1071 A) 000 750C	Contract Amount: \$1,204,780.00
303 West Commonwealth Avenue	(714) 932-7506	
	rafael.chavez@cityoffullerton.com	Completion Date: February 2023
303 West Commonwealth Avenue		
303 West Commonwealth Avenue Fullerton, CA 92832	rafael.chavez@cityoffullerton.com	Completion Date: February 2023

Hardy & Harper, Inc. Past Project References

Hardy	& Hai	rper, Inc	:. Past F	ro	iect Ref	ferences

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Grand Terrace	Kamran Dadbeh	Pavement Rehab. On Barton Rd, Van Buren St & Vivienda Ave
22795 Barton Road	(909) 824-6621	Contract Amount: \$570,000.00
Grand Terrace, CA 92313	kdadbeh@grandterrace-ca.gov	Completion Date: September 2022
City of Downey	Desi Gutierrez	Residential Street Pavement Rehabilitation Project, Area 1
11111 Brookshire Avenue	(562) 904-7110	Contract Amount: \$2,875,000.00
Downey, CA 90241	dgutierr@downeyca.org	Completion Date: June 2022
City of Orange	Youichi Nakagawa	Prospect & Spring Right Turn Lane Modification Project
300 E. Chapman Avenue	(714) 744-5572	Contract Amount: \$920,000.00
Orange, CA 92866	ynakagawa@cityoforange.org	Completion Date: June 2022
City of San Fernando	Manuel Fabian	Pico Street Improvement Project
117 Macneil Street	(818) 898-1243	Contract Amount: \$465,000.00
San Fernando, CA 91340	mfabian@sfcity.org	Completion Date: May 2022
City of Downey	Desi Gutierrez	Residential Street Pavement Rehabilitation Project, Area 10
11111 Brookshire Avenue	(562) 904-7110	Contract Amount: \$2,355,000.00
Downey, CA 90241	dgutierr@downeyca.org	Completion Date: April 2022
City of Jurupa Valley	Desiree Flores	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project
8930 Limonite Avenue	(951) 332-6464	Contract Amount: \$810,000.00
Jurupa Valley, CA 92509	dflores@jurupavalley.org	Completion Date: April 2022
City of Anaheim	Lorenzo Rea	Residential Street Improvement Project - Lotus & Torry, Group 1
200 S. Anaheim Blvd	(714) 765-6893	Contract Amount: \$5,806,000.00
Anaheim, CA 92805	lrea@anaheim.net	Completion Date: March 2022
County of Riverside	Hector Davila	Fisher Street Resurfacing Project
3525 14th Street	(951) 955-6885	Contract Amount: \$785,560.00
Riverside, CA 92501	hedavila@rivco.org	Completion Date: February 2022
	Carl Hassel	Village Center Drive Pavement Rehabilitation Project
City of Chino Hills	l l	Contract Amount: \$408,000.00
14000 City Center Drive	(909) 364-2817	Completion Date: December 2021
Chino Hills, CA 91709	chassel@chinohills.org	Pavement Reconstruction (Sustainable) North LA County
Los Angeles County	Peter Sanque	Contract Amount: \$1,873,929.57
900 S. Fremont Avenue	(661) 947-7173	Completion Date: November 2021
Alhambra, CA 91803	psanque@pw.lacounty.gov	Pavement Rehab. on Barton Rd, Bryn Mawr & Orange Grove
City of Loma Linda	Jarb Thaipejr	
25541 Barton Road	(909) 799-2800	Contract Amount: \$462,590.00
Loma Linda, CA 92354	jthaipejr@lomalinda-ca.gov	Completion Date: November 2021
City of Norco	Sam Nelson	Sixth Street Widening
2870 Clark Avenue	(951) 270-5607	Contract Amount: \$785,000.00
Norco, CA 92860	snelson@ci.norco.ca.us	Completion Date: September 2021
City of Irwindale	Luis Pimentel	2020-2021 Resurfacing Project
5050 N. Irwindale Avenue	(626) 430-2259	Contract Amount: \$544,311.93
Irwindale, CA 91706	lpimentel@irwindaleca.gov	Completion Date: May 2021
City of Brea	Steve Kooyman	Imperial Highway / Berry St. Intersection Improvements
1 Civic Center Circle	(530) 318-1066	Contract Amount: \$579,648.80
Brea, CA 92821	skooyman@interwestgrp.com	Completion Date: May 2021
City of Colton	Jess Sotto	FY 20-21 Asphalt Paving Project
650 N. La Cadena Drive	(909) 370-5551	Contract Amount: \$2,695,493.64
Colton, CA 92324	jsotto@coltonca.gov	Completion Date: May 2021
City of Burbank	Adam Salehi	2020 Street Improvement Project
301 E. Olive Avenue	(818) 238-3946	Contract Amount: \$1,253,099.98
Burbank, CA 91502	asalehi@burbankca.gov	Completion Date: April 2021
City of Oxnard	Renee Hatcher	Thin Maintenance Overlay Project Phase II (Rebid 2)
300 West Third Street	(805) 385-8280	Contract Amount: \$6,550,000.00
Oxnard, CA 93030	renee.hatcher@oxnarca.org	Completion Date: November 2020
City of Moreno Valley	Michael Wolfe	Citywide Pavement Rehabilitation Program FY 19-20
14177 Frederick Street	(951) 413-3100	Contract Amount: \$4,080,364.90
Moreno Valley, CA 92552	purchasingdivision@moval.org	Completion Date: November 2020
City of Cypress	Alex Bangean	Arterial Rehabilitation Project 230
5275 Orange Avenue	(714) 229-6740	Contract Amount: \$1,042,000.00
Cypress, CA 90630	abangean@cypressca.org	Completion Date: August 2020
City of Banning	Art Vela	Street Rehabilitation at Various Locations
99 East Ramsey Street	(951) 922-3130	Contract Amount: \$1,451,000.00
Banning, CA 92220	avela@banningca.gov	Completion Date: March 2020

K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address:
BC TAFFIC	Garden Grove, CA
Description of Work:	
Striping	
CSLB Contractor License No.	DIR Registration No.
877686	100040756
Phone No.	Dollar Amount of Work & % of Work
714 974 1190	23,000 170

Sub-Contractors Name:	Address:
PRS	Juropa Valley, CA
Description of Work:	
cold mill	· · · · · · · · · · · · · · · · · · ·
CSLB Contractor License No.	DIR Registration No.
569352	1000003363
Phone No.	Dollar Amount of Work & % of Work
95/ 682 1091	160,000 870
Sub-Contractors Name:	Address:
Case Land Survey	Orange, CA
Description of Work:	
SURVEY CSLB Contractor License No.	
CSLB Contractor License No.	DIR Registration No.
L5411	1000001533
Phone No.	Dollar Amount of Work & % of Work
714 628 8948	42,000 Z %

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Sub-Contractors Name:	Address:
Smithson Electric	orange, cA
Description of Work:	
LOSPS	
CSLB Contractor License No.	DIR Registration No.
614518	1000001610
Phone No.	Dollar Amount of Work & % of Work
714 997 9556	8,000 170

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: <u>12</u>% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

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

Sub-Contractors Name:	Address:	
Description of Work:		
CSLB Contractor License No.	DIR Registration No.	~
Phone No.	Dollar Amount of Work & % of Work	

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors:_____% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

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L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

X The Contractor is not:

- 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:_	rdh	
Signature	10-	

Printed Name: Michael Amundson

Title: Vice President

Firm Name: Hardy & Harper, Inc.

Date: June 2, 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.

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M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: Hardy & Harper, Inc.

DIR Registration Number: 100000076

DIR Registration Expiration: 6/30/2025

Small Project Exemption: _____ Yes or _X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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 Hardy & Harper, Inc.

Signature M/m

Name and Title Michael Amundson, Vice President

Date June 2, 2025

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



STATE OF CALIFORNIA

CORPORATION

1500 11th Street

California Secretary of State

Office of the Secretary of State

STATEMENT OF INFORMATION

BA20241230236

For Office Use Only

-FILED-

File No.: BA20241230236

Date Filed: 7/1/2024

Sacramento, Ca (916) 657-5448	lifornia 95814				
Entity Details					
Corporation Name		HARDY & HA	RPER, INC.		
Entity No.		0443071			
Formed In		CALIFORNIA			
Street Address of Principal Office of Corport	ation				
Principal Address		32 RANCHO		, ,, <u>, , , , , , , , , , , , , , , , ,</u>	
Mailing Address of Corporation					
Mailing Address			32 RANCHO CIRCLE LAKE FOREST, CA 92630		
Attention					
Street Address of California Office of Corpo Street Address of California Offic		32 RANCHO LAKE FORES			
Officers					
Officer Name	Officer Addre	ess	Position	(s)	
Kristen S. Paulino	32 RANCHO CIRCLE Lake Forest, CA 92630		Secretary, Chief Financial Officer		
DANIEL THOMAS MAAS	32 RANCHO CIRCLE LAKE FOREST, CA 926	30	Chief Executive Officer		
Additional Officers				and the liter	
Officer Name	Officer Addres		Position	Stated Position	
Michael A Amundson 32 RANCHO CIRCLE LAKE FOREST, CA 92630		i 	Vice President		
Directors					
Director Name		Director Address			
Tessa Irene Maas		32 Rancho Circle Lake Forest, CA 92630			
Daniel Thomas Maas		32 RANCHO CIRCLE LAKE FOREST, CA 92630			
+ Kristen S Paulino		32 RANCHO CIRCLE LAKE FOREST, CA 92630			
The number of vacancies on Boa	rd of Directors is: 0	1			
Agent for Service of Process	<u> </u>				
Agent Name		KRISTEN S. I	PAULINO		
Agent Address		32 RANCHO CIRCLE			

32 RANCHO CIRCLE LAKE FOREST, CA 92630

Type of Business Type of Business

ASPHALT PAVING CONTRACTOR

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Email Notifications Opt-in Email Notifications

Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Kristen S. Paulino	07/01/2024
Signature	Date



, wf1	10310
Contractor Information	Registration History
	Effective Date Expiration Date
Legal Entity Name HARDY & HARPER, INC.	06/15/18 06/30/19
Legal Entity Type	
Corporation	05/09/17 06/30/18
Status	06/08/16 06/30/17
Active Registration Number	06/19/15 06/30/16
1000000076	
Registration effective date	07/02/14 06/30/15
07/01/24	07/01/19 06/30/20
Registration expiration date 06/30/25	
Mailing Address	07/01/20 06/30/21
32 Rancho Circle Lake Forest 92630 CA United State	07/01/21 06/30/22
Physical Address	07/01/22 06/30/23
32 Rancho Circle Lake Forest 92630 CA United State	
Email Address cicamen@hardyandharper.com	07/01/23 06/30/24
Trade Name/DBA	07/01/24 06/30/25
License Number (s)	
CSLB:215952 CSLB:215952	
Corporation Entity Number: President Name: Vice President Name:	C0443071 Daniel Maas
Treasurer Name:	
Secretary Name:	
CEO Name:	
Agency for Service:	
Agent of Service Name:	Commercial Surety Bond Agency
Agent of Service Mailing Address:	1411 N. Batavia Street, #201 Orange 92867 CA United States of Am
-	
······································	·······
Worker's Compensation	
Do you lease employees through Professional Emplo	over Organization (PEO)?: No
Please provide your current worker's compensation i	
PEO PEO PEO	
PEO InformationName Phone Email	
reo mornadoritarile i none Enan	
Insured by Carrier	
Policy Holder Name:	Hardy & Harper, Inc.
Insurance Carrier:	BITCO General Insurance Corporation
	CAD2742014

https://cadir.my.salesforce-sites.com/ContractorSearch/registrationSearchDetails?id=a1R8y000001vmkbEAA

Policy Number: Inception date:

Expiration Date:

CAP3742814

04/15/24

04/15/25

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California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

HARDY & HARPER, 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

4333

To verify the authenticity of this certificate, enter this number a http://www.arb.ca.gov/doors/compliance_cert1.htm



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE – ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for _proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III, INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

<u>Delivery of Proposal</u>: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.

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WITH THE FOLLOWING

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 specifications posted on the City website: <u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for___proposals</u>

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGEs 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

<u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for__proposals</u> and such addendum shall be considered a part of and incorporated in the Contract Documents.



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK **REPLACEMENT PROJECT**

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.				
ATTEST:	Mithing Kristen Paulino, Corporate Secretary			
Principal: Address:	Hardy & Harper, Inc. 32 Rancho Circle, Lake Forest, CA 92630			
By:	Man Andrew Carles, CA 72050			
Title:	Michael Amundson, Viced President			

×.

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 on Planet Bids.

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

1

- B. Bidding Schedule
- C. Bid Bond
- D. Bidder's Assurance
- E. Bidder's Declaration
- **F**. Certificate of Non-Discrimination by Contractors
- G. Certification of Principal
- VH. Declaration of Eligibility to Contract
- X. Non-Collusion Declaration
- ✓. References of Work
- K. Subcontractors List
- V. Iran Contracting Act Certification
- M. Public Works Contractor Registration Certification
- N. Addenda (if applicable)

<u>Contract</u>: 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
- 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
- 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 electronically through Planet Bids.

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.



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

1

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

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2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

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And

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WITH THE FOLLOWING

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And

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WITH THE FOLLOWING

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https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for __proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK REPLACEMENT PROJECT

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.

ATTEST: Principal: Address: By: Title:

- PALP, INC DBA EXCEL PAVING - 2230 LEMON AVE - LONG BEACH, CA. 90806

Curtis P. Brown III President

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

PALP, INC DBA EXCEL PAVING COMPANY

CONTRACTOR:

Date: IIIN 1 1 2025

TO: City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

DIR# 1000003331

PWCR Registration Number

Contractor Signature

Curtis P. Brown III President

B. BIDDING SCHEDULE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item	Estimated	Unit	Description of Work	Payment Reference	Unit Price	Total
No.	Quantity				Frice	
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	98000-	98000
2	1	LS	Construction Survey & Staking	309-4	42000	42000
3	1	LS	Furnish Traffic Control	601	132000-	132 000 -
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	23000-	23000-
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	0.39	192801.91
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	136.	840 752,-
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	150.	76 050
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	17	241825,-
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	21	103 677
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	f.coo -	32000

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	650 -	1800 -
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	51.7	43 503 -
13	42	EA	Adjust existing Manhole to Grade	403-5	1620	68 040 -
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	1100	101 200.
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	14000 -	14000
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	4000	-0008

(Total Bid in Figures) 2,024, 128. 9]

(Total Bid in Words)	TWO Million Twenth	For Housend	Seven	Hundres Thenry	564T Pollars
Contractor Name:	PALP, INC DBA	1			a1/100
Contractor Manie.	EALEL PAVING COMPANY				

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

"TEN PERCENT OF AMOUNT BID"

DIR# 1000003331

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:

Curtis P. Brown III President

PW Registration #:

State License #:	ATE LIC# 688659 A, C12, C31
Contractor Company Name:	PALP INCIDEA EXCEL PAVING COMPANY

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C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, <u>PALP Inc. dba Excel Paving Company</u>, (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, and work being:

BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 Federal Insurance Company

a corporation organized and existing under the laws of the State of <u>Indiana</u>, 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 <u>Ten percent of the total amount of the bid</u> Dollars ($\frac{10\%}{10\%}$) 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 <u>30th</u> day of <u>May</u>, <u>2025</u>. <u>PALP Inc, dba Excel Paving Company</u> Principal

By Title Curtis P. Brown, III,, President

Federal Insurance Company	
Surety	
By Mugh a. Kepp	Ref Contrain
Douglas A. Rapp, Attorney in Fact	<u> </u>
Title	

APRIL 7, *

ACKNOWLEDGMEN	г
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 ofOrange)	а. С
On May 30, 2025 before me, Debra Swa (insert na	anson, Notary Public ame and title of the officer)
personally appeared <u>Douglas A. Rapp</u> who proved to me on the basis of satisfactory evidence to be subscribed to the within instrument and acknowledged to me his/ hen/their authorized capacity(iee), and that by his/ hen/thei person(e), or the entity upon behalf of which the person(e) ac	r signature (s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	e State of California that the foregoing
WITNESS my hand and official seal.	DEBRA SWANSON COMM. # 2502022 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2028
Signature Delina Suranson (Seal)	

CHUBB.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California ------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

IN WITNESS WHEREOF, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of April 2024.

5.0.4 +

Rupert HD Swindells, Assistant Secretary



STATE OF NEW JERSEY **County of Hunterdon**

SS

On this **11th** day of **April**, **2022** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi NOTARY PUBLIC OF NEW JERSEY No 50202369 Commission Expires August 22,2027

Doum Leallon

Warren Eichhorn, Vice Presiden

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

-) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
-) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 30, 2025



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

	nowledgment
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	the the
STATE OF CALIFORNIA	
COUNTY OF Los Angeles	
On <u>JUN 11 2025</u> , 20_, before me, <u>Space</u>	
appeared Curtis P. Brown III	, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscr he/she/they executed the same in his/her/their authorized instrument the person(s), or the entity upon behalf of which	ribed to the within instrument and acknowledged to me that d capacity(ies), and that by his/her/their signature(s) on the h the person(s) acted, executed the instrument.
	of the State of California that the foregoing paragraph is true
and correct. STACY TATE COMM. #2501108 Notary Public - California LOS ANGELES COUNTY My Comm. Expires Sep. 30, 2028 Signature of Notary Public	WITNESS my hand and official seal.
OPT	IONAL
doc	law, it may prove valuable to persons relying on the cument
and could prevent fraudulent removal and r	eattachment of this form to another document.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
IndividualCorporate 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
	5.5

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

Name of Bidder:	PALP, INC DBA EXCEL PAVING 2230 LEMON AVE	-
Business Address:	LONG BEACH, CA 90806	_
Telephone No:	562) 599-5841	

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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.

₽V·	Just han	TITLE:	Curtis P. Brown III	President
D1	1000			

E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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.

Respectful	ly submitted,		AL.	
2299ntractor	CH, CA 90806	e	Contractor Signati	ure Title Curtis P. Brown III President
Business A	Address: Street			Title E LIC# 688659 , C12, C31
City 562) 5 9	State 99-5841	Zip	Contractor's Licer	nse No. and Classification
Business F	Phone Number		Date	2230 LEMON AVE LONG BEACH, CA 90806
Name	Title		Residence: Street	
City	State	Zip	Residence Phone	Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2503-03 FY 23/24 STREET REHABILITATION & **BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT**

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 nondiscrimination 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	
TITLE OF PERSON SIGNING Curtis P. Brown III P	resident
SIGNATURE Jubh >>	
DATE JUN 1 2025	

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

G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:	In	th m	
Name:	/	Curtis P. Brown III President	
Title:			
Name of C	ompany: _	PALP. INC DBA EXCEL PAVING COMPANY	

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 1777.1 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 ______ IUN 1 1 2025 _____ day of _____

, atl_ONG BEACH California (place of execution), California.

Signature: _	luto h	8	
Name:	Curtis P. Brown III		
Title:	President		
Name of Co	mpany:	PALP INC OBA	
	F	EXCEL PAVING COMPANY	

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersign	ed declares:		PALP, INC DBA					
I am the	President	of	EXCEL PAVING COMPANY	,	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 <u>JUN 11 2025</u> [date], at <u>LONG BEACH</u> [city], <u>California</u> [state].

PALP, INC DBA <u>EXCEL PAVING COMPANY</u> NAME OF BIDDER

Curtis P. Brown III President

SIGNA TURE OF BIDDER LONG BEACH, CA 90806

ADDRESS OF BIDDER

CITY STATE ZIP



CALIFORNIA ALL-PURPOSE ACKNOWLEDGN	AENT CIVIL CODE § 118
<u>੶੶੶੶੶੶੶</u>	<u>ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶ਗ਼੶</u>
A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California)	
County of Los Angeles)	
On JUN 11 2025 On before me, _Stacy 1	Fate, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Curtis P. Brown III	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/x) edged to me that he/xxxxxxx executed the same i s/XxXXXXxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragrap is true and correct.
STACY TATE	WITNESS my hand and official seal.
2 COMM. #2501108 2 Notary Public - California	
My Comm. Expires Sep. 30, 2028 (Signature
	Signature of Notary Public
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document	FIONAL information can deter alteration of the document or form to an unintended document.
Title or Type of Document:	Number of Donoo
Document Date:	Number of Pages:
.	
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
Signer's Name:	Corporate Officer — Title(s):
Partner — Limited General Individual Attorney in Fact	□ Partner — □ Limited □ General □ Individual □ Attorney in Fact
	□ Trustee □ Guardian or Conservator
□ Trustee □ Guardian or Conservator	
Trustee Guardian or Conservator Other: Signer Is Representing:	

J. REFERENCES OF WORK

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

SEE ATTACHED

All contact information for references must be current.

,

•

1	
Name and Address of Public Agency	
Name, Email, and Telephone Number of Pr	roject Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change	Orders
2 Name and Address of Public Agency Name, Email, and Telephone Number of Pr	roject Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change	Orders

3._____ Name and Address of Public Agency

Name, Email, and Telephone Number of Projec	rt Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change Ord	lers
4.	
Name and Address of Public Agency	
Name, Email, and Telephone Number of Project	ct Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Onghian Contract Philodant	Original Date of Completion
Final Contract Amount	Final Date of Completion
Final Contract Amount	
Final Contract Amount	Final Date of Completion ders

30

K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing. Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address: 10240 San Sevaine Wy Juryze Valley Cr 91752	
Description of Work:		
ADIA WIN		
CSLB Contractor License No.	DIR Registration No.	
569352 2000000 00000	100 000 330 T (MSTA	
Phone No.	Dollar Amount of Work & % of Work	
951)6821094	158 262.08 8%	

Sub-Contractors Name:	Address:
Crown Fence	12070 Telegraph Rd Sre 340 Santa Fe Springs G 90670
Description of Work:	-
Metal Beam Guan	I vail
CSLB Contractor License No.	DIR Registration No.
1315	1000005330
Phone No.	Dollar Amount of Work & % of Work
562 864 5177	13 050, - 11.
Sub-Contractors Name:	Address:
Sub-Contractors Name: BC March L	Address: 630 W. Southern Are Orange G 92865
A	Address: 630 W. Southern Are Oranze G 92865
BC MARRIC	Address: 630 W. Southern Are Ovanze & 92865
BC DAFFIC Description of Work:	630 W. Southern Are Orange G 92865 DIR Registration No.
BC MARGE Description of Work: Swiping	DIR Registration No. PWLP 1000407561
BC MARC Description of Work: Striping CSLB Contractor License No.	630 W. Southern Are Orange G 92865 DIR Registration No.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address: 9500 Bevery Nd
MANHOLE ADJUSTING	Pico fivera la 90660
Description of Work:	
ADJUST Utilities	
CSLB Contractor License No.	DIR Registration No.
398443	1000004104
Phone No.	Dollar Amount of Work & % of Work
323) 558 8000	168 820, - 87.

Sub-Contractors Name: Smithson Fleetric	Address: 1938 E Katclla Are Orange (A 92067
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No. 714) 997 9 556	Dollar Amount of Work & % of Work 7 740 0.38 !
Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: <u>18</u>% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

- 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:	hith +		
Printed Name:	Curtis P. Brown III	President	
Title:			
11ttle	PALP, INC DBA	×	
Firm Name:	EXCEL PAVING COMPANY		
Date:			

JUN 11 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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder:	PALP, INC DBA EXCEL PAVING COMPANY
DIR Registration Nur	nber:DIR# 1000003331
DIR Registration Exp	iration: 6/30/26
Small Project Exempt	tion: Yes or No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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	PALP, INC DBA EXCEL PAVING COMP	ANY	
Signature us	the *		
Name and Title	Curtis P. Brown III	President	
JUN	1 1 1 2025		_

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



AFFIRMATIVE ACTION PLAN

AA/EEO Officer's Duties & Responsibilities

Excel Paving Company has designated LaToya Blac as AA/EEO Officer. She can be contacted at

Excel Paving Company

EXCEL PAVING COMPANY

A GENERAL ENGINEERING CONTRACTOR

STATE LICENSE NO. 688659A

2230 Lemon Avenue

Long Beach, CA 90806

P: 562-599-5841

She will administer our minority business enterprise program in the same manner as the designation of an authority representative as provided in Section 5-1.07, "SUPERINTENDENCE," of the standard specifications.

Her duties shall include, but not to be limited to concrete and meaningful efforts to achieve, publicize, or advertise job availability and our EEO policy through the news media, specifically including minority, female and corridor new media, when applicable, and to make serious and meaningful use of the services and contracts of the Affirmation Action agencies afforded to use.

- She will conduct periodic audits of personnel actions to determine any evidence of discrimination in the above listed actions.
- She will notify all employees and contact all the union and employment agencies of all promotions and/or vacancies available to ensure that all have an equal opportunity to apply.
- As the EEO officer she or an authorized representative, will attend all meetings related to EEO/AA matters.
- This officer has authority to conduct periodic reviews of employment as well as to monitor and enforce subcontract compliance practice and, in general, administer the program. Complaints may be made directly to this officer concerning any discriminatory practice.
- She will develop policy statements, AA programs, internal and external communication programs.
- We have posted the name and telephone numbers of the equal employment opportunity officer on all office bulletin boards, and on all jobs where feasible so that it may be seen by applicants for employment, employees and others.

EQUAL EMPLOYMENT OPPORTUNITY GOALS

The goals for minority and female participation, expressed in percentage terms for our aggregate work force in each trade on various projects, covered in executive order 11246, described below shall be as follows:

a. Minority participation 20.5	a.	Minority participation	28.3
--------------------------------	----	------------------------	------

b. Female participation 6.9

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"MINORITY" means a person who is a citizen or lawful resident of the United States and who is

- 1. BLACK (A person having origins in any of the Black group of Africa).
- 2. HISPANIC (A person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race).
- 3. ASIAN AMERICAN (A person having origins in any of the original peoples of the far east, southeast Asia, the Indian subcontinent, or the Pacific islands).
- 4. AMERICAN INDIAN AND ALASKAN NATIVE (A person having origins in any of the original peoples of North America).
- 5. Members of OTHER GROUPS, or other individuals found to be economically and socially disadvantaged by the small business act, as amended (15 U.S.C 637(a)).

INTERNAL AUDIT AND REPORTING SYSTEM

REVIEWS

In addition to spot checking the program per se, this company will have periodic, quarterly or semi-annual reviews with supervisory personnel to ensure that our program is being implemented.

FILES AND RELATED DOCUMENTS

A master file on the subject of equal employment opportunity is maintained in the office of the EEO officer. In addition, it shall be officer's charge to maintain an individual and separate file on each federally funded job.

ETHNIC DATA SURVEY REPORTING

- 1. An ethnic data survey will be conducted to determine the number of minorities, females, and corridor residents (by job class) employed in each subcontractor. The survey will be conducted monthly, or as required by Federal, State, or Local government agencies.
- 2. This survey will be used to determine if employment and corridor goals are being met.

THE EEO / AA OFFICER REVIEW

Wages, working conditions, employee benefits, hiring, upgrading, promotion, transfer, termination, it's ensured that each will be administered without regard to their race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, acquired immune deficiency syndrome (AIDS) acquired or perceived, or retaliation for having filed a discrimination complaint.

The EEO officer will review list of employees working on the project on a weekly basis to determine if employment goals are being met and make appropriate adjustments where necessary.

- H. Telling sexual jokes or using sexually vulgar language in the presence of a person who has verbally indicated dislike for such language or conversation.
- I. Subtle pressure for sexual activities. Continuing to write suggestive notes/letters after being informed that they are unwelcome.
- J. Sexual harassment of men, as well as women, is prohibited.

II. EMPLOYER RESPONSIBILITY/LIABILITY

- A. The employer is responsible for acts of sexual harassment by a nonsupervisor employee against another, if the employer knew or should have known of the conduct and made no corrective efforts.
- B. The employer is responsible for acts of sexual harassment by a supervisor employee against another, if the employer knew or should have known of the conduct and made no corrective efforts.
- C. The employer is responsible for acts of sexual harassment by nonemployees if the employer knew or should have known of the conduct and took no corrective action.
- D. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held responsible for unlawful sex discrimination against others who were qualified but denied that employment opportunity or benefit.

III. RECORDS AND REPORTS

Individuals desiring to submit a discrimination or harassment complaint are requested to follow the procedures below.

- A. Contact your immediate supervisor, unless the complaint involves your supervisor.
- B. In all instances notify the company EEO Officer, Myisha M. Riven, of the situation.
- C. EEO Officer will arrange a meeting within a reasonable manner of time with the supervisor, alleged harassor, harassee, and herself to discuss the merits of the accusations and the action taken, if necessary.
- D. EEO Officer will document the complaint and the resolutions agreed upon.
- E. If no meeting has been scheduled within a reasonable period of time, request such in writing from EEO Officer.

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: <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html.</u>

Per this requirement, provide the following information:

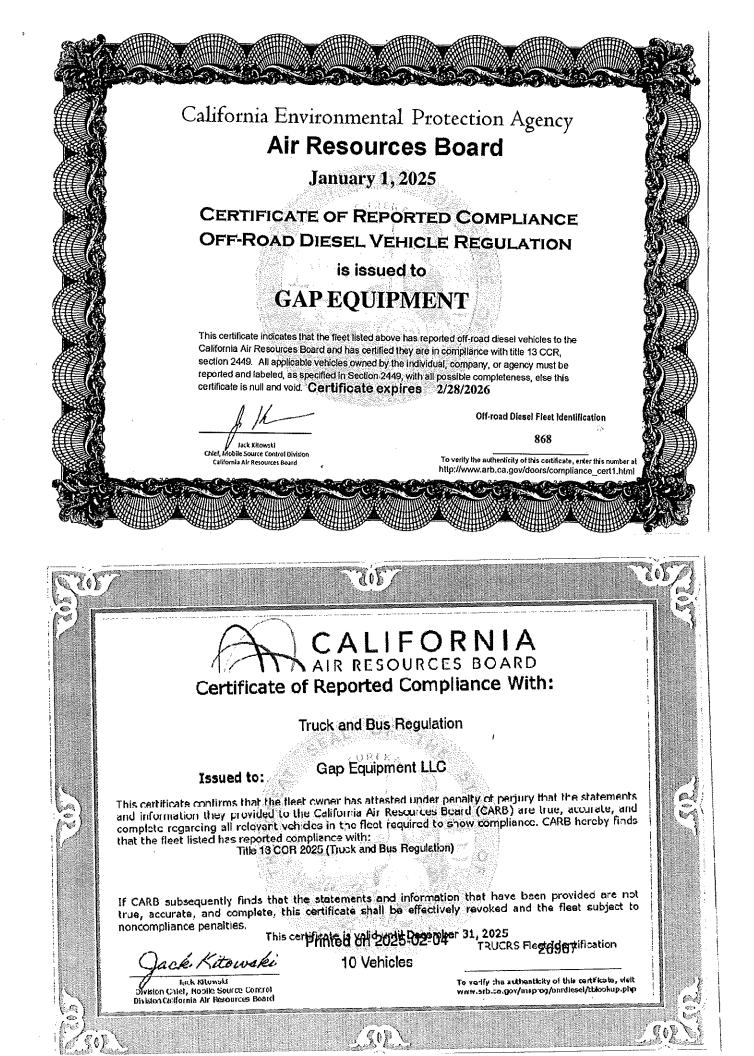
PALP Inc. dba Excel Paving Company Contractor Name

1000003331

Contractor Department of Industrial Relations Registration Number:

6/30/2028 Expiration Date of Registration Number

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



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PALP INC DBA EXCEL PAVING COMPANY - PROJECT REFERENCES



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for __proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.



WITH THE FOLLOWING

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 specifications posted on the City website: <u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids_requests_for_proposals</u>

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGES 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids__requests_for _proposals and such addendum shall be considered a part of and incorporated in the Contract Documents.



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK **REPLACEMENT PROJECT**

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.

ATTEST:
Principal:
Address:
By:
Title:

In	
TORO ENTERPRISES, INC.	
2101 E VENTURA BLVD, OXNARD, CA 9303	6
SEAN CASTILLO	
PRESIDENT	1

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

CONTRACTOR: TORO ENTERPRISES, INC.

Date: 6-117-25

TO: City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

Contractor Signature SEAN CASTILLO, PRESIDENT 1000002410

PWCR Registration Number

eCPR Public Search Log in

Public Works Support

Contractors

Projects

Register

Home > Contractor > TORO ENTERPRISES, INC.

TORO ENTERPRISES, INC.

Contractor

Contractor business email

renee@toroenterprises.com

Contractor c ation eff date

2022-07-01

Contractor first name

Renee

Contractor mailing city

OXNARD

Contractor mailing state
CA
Contractor mailing zip
93031
Contractor physical city
OXNARD
Contractor physical state
СА
Contractor physical zip
93036
Contractor certify date
2022-05-03
Contractor company type
Corporation
Contractor craft legacy
Cement Mason; Operating Engineer; Carpen
Contractor craft snow
Contractor c ation exp date
2025-06-30
Contractor date deactivated
Contractor dba name

Contractor entity number
1755521
Contractor ID
100002410
Contractor last name
Cruz
Contractor mailing address2
Contractor physical address1
2101 E. VENTURA BLVD.
Contractor physical address2
Contractor source
legacy-pwcr
Contractor wc cert date
2022-03-01
Contractor wc exp date
2023-03-01
Contractor wc policy number
WC 4230715-03
Contractor wc selection
Insured by carrier
Contractor legal entity name

TORO ENTERPRISES, INC.

Contractor mailing address1

P.O. BOX 6285

Contractor wc carrier

TORO ENTERPRISES, INC.

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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B. BIDDING SCHEDULE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1		LS	Mobilization (MAX 5% of Total Bid)	7-3.4	103,500 -	103,510
2	1	LS	Construction Survey & Staking	309-4	43,235,-	43,235
3	1	LS	Furnish Traffic Control	601		279,671.
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	39,700-	39,700
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	0,43	2.12,664.67
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	151.50	936,5 13.
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	196	99,372.
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	16.25	231,165.25
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	17.10	84,422.10
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	7,050.7	28,200-7

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	805	9,660
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	56.40	48,109.20
13	42	EA	Adjust existing Manhole to Grade	403-5	1,316	55,272
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	231	21,804
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	N.	14,225.7
16	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	7,415.~	14,830.7

(Total Bid in Figures) 2,222, 394.82

1000002410

(Total Bid in Words) Two Million Two hundred Twenty Two Thousand Three hundred Winty four dollars and Eighty Two Cents TORO ENTERPRISES, INC. Contractor Name:

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

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:

SEAN CASTILLO, PRESIDENT

PW Registration #:

State License #: 710580;A,C-31

Contractor Company Name: TORO ENTERPRISES, INC.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TORO ENTERPRISES, 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, and work being: BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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

Travelers Casualty and Surety Company of America a corporation organized and existing under the laws of the State of <u>Conneticut</u>, 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 <u>Ten Percent of the Bid Amount</u> Dollars (<u>\$ 10% of the Bid Amount</u>) 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 <u>June</u>, 2025.

TORO ENTERPRISES, INC.	S S S
Principal	160
Title Sean Castillo, Pres	sident

Travelers Casualty and Surety Company of America

Surety	12
By W	- 15
Ethan Spector, Attorney-in-Fact	151
Title	

ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Ventura County of before me, Tyson Rising, Notary Public (insert name and title of the officer) Sean Castillo 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. TYSON RISING WITNESS my hand and official seal. COMM. #2388737 NRO Notary Public - California Ventura County My Comm. Expires Dec. 31, 2025 Signature (Seal)

Notary Acknow	vledgment
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 he/she/they executed the same in his/her/their authorized ca instrument the person(s), or the entity upon behalf of which the	pacity(ies), and that by his/her/their signature(s) on the
I certify under PENALTY OF PERJURY under the laws of the and correct.	ne State of California that the foregoing paragraph is true
WIT	NESS my hand and official seal.
Signature of Notary Public	
OPTION	AL
Though the information below is not required by law docume	ent
and could prevent fraudulent removal and reat	achment of this form to another document.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
 Individual Corporate Officer 	
Title(s) " Partner(s) " Limited	Title or Type of Document
" General " Attorney-In-Fact	Number of Pages
 Trustee(s)	Date of Document
	Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)	
County of Los Angeles		
On JUN 0 5 2025 before me,	Marina Tapia, Notary Public	
Date	Here Insert Name and Title of the Officer	
Personally appeared Ethan Spector		

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/size subscribed to the within instrument and acknowledged to me that he/shx/thex 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.

TUAL OF THE	MARINA TAPIA
A Las	Notary Public - California
	A Los Angeles County
IT A TO T	Commission # 2500058
CUMPT	My Comm. Expires Oct 7, 2028

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 Mar

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's Name Corporate Officer—Title(s) Partner Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other
Signer Is Representing	Signer Is Representing

TRAVELERS

Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ethan Spector of LOS ANGELES , California , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

P.NO NOTARY PUBLIC

By:

Robert L. Raney

Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

day of JUN 0 5 2025 Dated this

Kar E. Huytan Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

TORO ENTERPRISES, INC.

Business Address:

Name of Bidder:

2101 E VENTURA BLVD, OXNARD, CA 93036

Telephone No:

805-483-4515

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:	100	 TITLE: SEA	N CASTILLC	<u>, PRESIDENT</u>

E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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,

TORO ENTERPRISES, INC.

Contractor's Business Name

2101 E VENTURA BLVD Business Address: Street Contractor Signature Title

SEAN CASTILLO, PRESIDENT By Title

OXNARD,CA 93031 City State Zip

805-483-4515

Business Phone Number

SEAN CASTILLO, PRESIDENT Name Title

OXNARD,CA 93031 City State Zip 710580;A,C-31 Contractor's License No. and Classification

6-10-25

Date

2101 E VENTURA BLVD,OXNARD,CA 93036 Residence: Street

805-483-4515

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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination 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 TORO ENTERPRISES, INC.	
TITLE OF PERSON SIGNING	SEAN CASTILLO, PRESIDENT
SIGNATURE	M
DATE_ 6-10-25	

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

NA

G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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: SEAN CASTILLO

Title: PRESIDENT

Name of Company: TORO ENTERPRISES, INC.

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 10th foregoing is true and correct. Executed this day of June , at OXNARD 2015

(place of execution), California.

Signatu	ire:	
Name:	SEAN	CASTILLO

Title: PRESIDENT

Name of Company: TORO ENTERPRISES, INC.

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the	PRESIDENT	of	TORO ENTERPRISES, INC.	,	the	party	making	the
foregoing B	Bid.	1 (1997) (1997)				1 2	U	

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 6-10-25 [date], at OXNARD [city], CALIFORNIA [state].

TORO ENTERPRISES,INC. NAME OF BIDDER

SIGNATURE OF BIDDER SEAN CASTILLO, PRESIDENT

2101 E VENTURA BLVD

ADDRESS OF BIDDER

OXNARD, CA 93031

CITY STATE ZIP

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 Ventura County of before me, Tyson Rising, Notary Public On (insert name and title of the officer) Sean Castillo 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. TYSON RISING WITNESS my hand and official seal. COMM. #2388737 NRO Notary Public - California Ventura County Comm. Expires Dec. 31, 2025 Signature (Seal)

J. REFERENCES OF WORK

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. CITY OF SANTA BARBARA;735 ANACAPA ST, SANTA BARBARA, CA 93101

Name and Address of Public Agency

ADAM ZIETS; 805-897-1981 AZiets@SantaBarbaraCA.gov

Name, Email, and Telephone Number of Project Manager

ANNUAL GRIND AND OVERLAY

AC PAVING, CONCRETE IMPROVEMENTS, STRIPING AND SIGNS

Name and Description of Project

\$5,098,1391.00

Original Contract Amount

4/2023

Original Date of Completion

\$5,098,139.00

Final Contract Amount

4/2023

Final Date of Completion

Number of Change Orders 0

2. CITY OF GLENDALE;633 E BROADWAY, ROOM 205, GLENDALE, CA 91206

Name and Address of Public Agency

Viktoriya Pakhanyan; 818-548-3945 VPAKHANYAN@GLENDALECA.GOV

Name, Email, and Telephone Number of Project Manager

COMMUNITY BEAUTIFICATION

AC PAVING, CONCRETE R/R, STRIPING, SEWER POINT REPAIRS

Name and Description of Project

\$8,356,287.95

Original Contract Amount

\$8,510,188.68

Final Contract Amount

04/2024 Final Date of Completion

Original Date of Completion

Number of Change Orders² - EXTRA WORK

04/2024

3. CITY OF BURBANK - 275 E. OLIVE AVE, BURBANK, CA 91510

Name and Address of Public Agency

DIANA REZNIK - 818-238-3957 DReznik@burbankca.gov

Name, Email, and Telephone Number of Project Manager

2021 PAVEMENT REHABILITATION PROJECT

STREET RESURFACING, ADA IMPROVEMENTS, STRIPING, TRAFFIC CONTROL

Name and Description of Project

\$3,383,128.00

Original Contract Amount

07/2023

Original Date of Completion

\$3,715,545.22

Final Contract Amount

Final Date of Completion

Number of Change Orders 3 - EXTRA WORK

07/2023

4. CITY OF SANTA PAULA - 970 VENTURA ST, SANTA PAULA, CA 93060

Name and Address of Public Agency

JON TURNER - 805-850-8562 jturner@phoenixcivil.com

Name, Email, and Telephone Number of Project Manager

HARVARD BLVD SEWER PIPELINE AND WATER MAINLINE REPLACEMENT PROJECT

STREET IMPROVEMENTS, UTILITY WORK, STRIPING AND TRAFFIC CONTROL

Name and Description of Project

\$16,278,052.00

Original Contract Amount

09/2024

09/2024

Original Date of Completion

\$16,855,144.26

NAME OF BIDDER

Final Contract Amount

Final Date of Completion

Number of Change Orders 10

For additional References, please add separate sheets.

TORO ENTERPRISES, INC.

DATE 6-10-25

SIGNATURE OF BIDDER

SEAN CASTILLO, PRESIDENT

K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: Grown Fence	Address:
0.00 10.00	11922 Bloomfield Ave, Sante Fe Springs CA 900
Description of Work:	
Guard Rail	
CSLB Contractor License No.	DIR Registration No.
1315	20000651
Phone No.	Dollar Amount of Work & % of Work
562-864-5177	13,050 0.64%
Sub-Contractors Name: Tracksic Leops CruckSilling Ink,	Address: 946 South Emerald St
<u> </u>	Anahiem, UA 92804
Description of Work:	
Traffic Leops	
CSLB Contractor License No.	DIR Registration No.
652.956	100000 3794
hone No.	Dollar Amount of Work & % of Work
714-520-4026	8,880 0.43%.
ub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

 $\{ \boldsymbol{\varphi}_{i} \}$

Sub-Contractors Name:	Address:	
Description of Work:		
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

Sub-Contractors Name:	Address:				
Description of Work:					
CSLB Contractor License No.	DIR Registration No.				
Phone No.	Dollar Amount of Work & % of Work				

ADD ADDITIONAL PAGES IF NECESSARY.

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Percent of work to be performed by sub-Contractors: 1.07% (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

All contact information for references must be current. 1. Lawndale Name and Address of Public Agency Corey Pack, corey@sequelcontractors.com Name, Email, and Telephone Number of Project Manager 147th Street and Hawthorne Avenue Name and Description of Project \$ 11,000.0 06/14/2021 **Original Contract Amount** Original Date of Completion \$13,250.00 06/14/2021 Final Date of Completion **Final Contract Amount** Number of Change Orders 0 2. Lawndale Name and Address of Public Agency Corey Pack, corey@sequelcontractors.com Name, Email, and Telephone Number of Project Manager FY 2022-23 Resiential Street Rehabilitation Project Name and Description of Project \$7,980.00 NA Original Date of Completion **Original Contract Amount** \$7,980.00 09/03/2024 **Final Contract Amount** Final Date of Completion Number of Change Orders 0

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

- 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: SEAN CASTILLO

Title: PRESIDENT

Firm Name: TORO ENTERPRISES, INC.

Date:

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: TORO ENTERPRISES, INC.

DIR Registration Number: 1000002410

DIR Registration Expiration: 6/30/25

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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 TORO ENTERPRISES INC.

Signature

Name and Title SEAN CASTILLO, PRESIDENT

Date

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15^{th} day of July 2016.

Jerry Hannigan Secretary

JH/rc

California Environmental Protection Agency
Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

0 & C TORO CORPORATION

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

Chief, Mobile Source Control Division California Air Resources Board

Off-road Diesel Fleet Identification

To verify the authenticity of this certificate, enter this number at

http://www.arb.ca.gov/doors/compliance_cert1

1748





BUERNES HERE TORO ENTERPRISES INC

.

Classification(s) A C31

:

2

?



Experision Date 08/31/2025

License Humber 710580



Project Reference List

FY 2021- B GRIND AND OVERLAY PROJECT

Location: Various locations in the City of Santa Barbara

Owner: City of Santa Barbara

Owner Contact: Adam Ziets; 805-897-1981

Architect/Engineering Firm: Flowers & Associates, Inc.

Architect/Engineer Contact: Robert Schmidt; 805-966-2224

Construction Manager: Jamie Lagos; 805-794-8931

Description of work: Repair of various streets, AC dig outs, tree root pruning, concrete curb and gutter replacement, sidewalk replacement, reconstruction of non-compliant curb ramps, new curb ramps, traffic striping, and sign relocation.

Total Value: \$5,098,1391

Construction Dates: 2/2022 - 4/2023...

Project Manager: John Smith

Superintendent: Sean Castillo

21-22 ANNUAL OVERLAY PROJECT

Location: Various locations in the City of Santa Clarita

Owner: City of Santa Clarita

Owner Contact: Ramiro Fuentes; 661-286-4134

Architect/Engineering Firm: Pavement Engineering, Inc.

Architect/Engineer Contact: Sam Kin Ho; 805-781-2265

Description of work: Citywide Street resurfacing, adjustment of manhole, gas valve, water valve, and utility covers, traffic striping.

Total Value: \$9,099,917.80

Construction Dates: 5/2022 - 10/2022

Project Manager: Sean Castillo

MAINTENANCE DISTRICT 6 PAVEMENT REHABILITATION

Location: District 6 in the City of Glendale

Owner: City of Glendale

Owner Contact: Sarkis Oganesyan; 818-548-3945 and Armond Simonian; 818-548-3945

Architect/Engineering Firm: ARA; 818-334-0161

Construction Manager: Armond Simonian; 818-548-39455

Description of work: Installation of ARHM, construction of curbs, gutters, driveway approaches, alley aprons, new curb ramps, sewer point repairs and lining, traffic striping, and replacement of sidewalks.

Total Value: \$4,338,717.55

Construction Dates: 9/2022 - 7/2023

Superintendent: Sean Castillo

WATER MAIN REPLACEMENT PROJECT

Location: Loma Vista Dr and San Ysidro Dr in the City of Beverly Hills

Owner: City of Beverly Hills

Owner Contact: Derek Nguyen; 310-285-2473

Architect/Engineering Firm: Cannon

Architect/Engineer Contact: Joseph Porkert; 310-664-1166

Inspector of Record: Jeffrey Bartizal; 310-285-2518

Description of work: Water main replacement, installing ductile iron pipe, gate valves, connecting to existing piping, and 2" grind and overlay, traffic striping.

Total Value: \$9,498,267.60

Construction Dates: 11/2021 - 4/2021

Project Manager: Jeff Pollack

CI 5297 LAWRENCE DR. AND TELLER RD. INTERSECTION IMPROVEMENTS

Location: Lawrence Dr and Teller Rd in the City of Thousand Oaks

Owner: City of Thousand Oaks

Owner Contact: Masoud Razavi 805-449-2454

Architect/Engineering Firm: Kimley Horn1

Architect/Engineer Contact: Panayiota Georgalis; 213-261-4040 and Rik Gessler; 805-630-8003

Description of work: Construction of roadway pavement, concrete sidewalk, curb and gutters, retaining walls, curb ramps, stormwater improvements, signing and striping, new water lines, water meter relocations and other water related improvements.

Total Value: \$2,125,518.20

Construction Dates: 2/2022 - 5/2023

Project Manager: Trent Royle

Superintendent: Rick Fierro

COMMUNITY BEAUTIFICATION PROJECT

Location: Various locations in the City of Glendale

Owner: City of Glendale

Owner Contact: Viktoriya Pakhanyan; 818-548-3945

Construction Manager: Ray Farnaghi; 747-488-6761

Description of work: Pavement of ARHM, replacement of curbs, gutters, sidewalks, cross gutters, alley aprons, bus pads, waterlines, sanitary sewer main line, storm drain line, construction of catch basins, and fire hydrant relocations.

Total Value: \$8,402,026.88 Construction Dates: 9/2023 - 4/2024 Project Manager: Matt White Superintendent: Sean Castillo

PROJECT BRUIN - AMAZON DISTRIBUTION CENTER

Location: 3100 Sakioka Drive, Oxnard, CA 93030

Owner: Seefried Properties/ Clark Construction Group (GC)

Architect/Engineering Firm: Ware Malcomb

Architect/Engineer Contact: Kevin Evernham; 925-244-9620

Construction Manager: Shiven Sompura; 213-933-2103 and JR Yaro; 805-797-3071

Description of work: AC paving, construction of concrete, storm drain and sewer work.

Total Value: \$40,000,000.00

Construction Dates: 07/2020 - 08/2021

Project Manager: Trent Royle

Superintendent: Sean Castillo

TRACT 5520 1-5

Location: Fillmore, CA

Owner: Hearthstone

Owner Contact: Lance Mellring; 805-432-6238

Architect/Engineering Firm: VTNWAST

Architect/Engineer Contact: George Colvin; 818-993-8740

Construction Manager: Lance Mellring; 805-432-623815 & Bobby Castaneda; 818-741-5821

Description of work: Street improvements, water and sewer improvements, grading, and structural concrete bridge installation.

Total Value: \$13,798,230.00

Construction Dates: 04/2019 - 03/2024

Project Manager: Trent Royle

Superintendent: Sean Castillo

SOFI STADIUM

Location: 1001 Stadium Dr, Inglewood, CA 90301

Owner: AECOM Hunt

Owner Contact: Richard Bach; 972-788-1000

Architect/Engineering Firm: HKS Architects, Inc.

Architect/Engineer Contact: Karl Mallick; 213-337-3407

Construction Manager: Richard Bach: 972-788-1000

Inspector of Record: Matt Pridoaux; 714-328-3407

Description of work: Onsite streets and parking lot paving, concrete work, construction of new curb ramps, striping and other markings.

Total Value: \$10,643,111.00

Construction Dates: 10/2019 - 06/2021

Project Manager: Dylan Gutierrez

Superintendent: Sean Castillo



FY 23/24 STREET REHABILITATION AND FY 24/25 SIDEWALK REPLACEMENT PROJECT

ADDENDUM NO.1

Date: June 3, 2025

To: All Prospective Bidders

The following are changes or additions to the Notice of Request for Bid Proposals. The City of Lawndale does not have Planet Bids.

NOTE: 1. This project is not advertised on Planet Bids. 2. The bid due date has not changed.

1.0 REPLACE - ON NOTICE INVITING BIDS PAGE 2.

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on Planet Bids for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

WITH THE FOLLOWING

Notice is hereby given that the City of Lawndale will receive sealed bids until 2:00 P.M. on Wednesday, June 11, 2025, at which time the sealed bids will be publicly opened at the City Council Chambers at 14717 Burin Avenue, Lawndale, CA 90260 and posted on the City website:

https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for _proposals for Project BN-2503-03 FY 23/24 Street Rehabilitation & BN-2503-04 FY 24/25 Sidewalk Replacement Project.

2.0 REPLACE - ON III. INSTRUCTIONS TO BIDDERS PAGE 7.

Form of Proposal: The Proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained on Planet Bids.

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.



WITH THE FOLLOWING

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 specifications posted on the City website: https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for _proposals

And

Delivery of Proposal: Each bid prepared by Bidder shall be completed in itself and shall be submitted as sealed bids through the office of the City Clerk of the City of Lawndale, 14717 Burin Avenue, Lawndale, California, 90260 until 2:00 P.M. on Wednesday, June 11, 2025.

3.0 REPLACE – ON EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACTS, AND SITE OF WORK PAGES 9 AND 10.

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 Planet Bids. 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 on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

WITH THE FOLLOWING

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 at <u>npetrevski@lawndale.ca.gov</u>. 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:

<u>https://www.lawndale.ca.gov/government/departments/city_clerk_s_office/bids___requests_for__proposals</u> and such addendum shall be considered a part of and incorporated in the Contract Documents.



ADDENDUM ISSUED BY:

Nick Petrevski, Project Manager

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

FY 23/24 STREET REHABILITATION & FY 24/25 SIDEWALK **REPLACEMENT PROJECT**

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum NO. 1 dated June 3, 2025.

ATTEST: Principal: Address: By: Title:

the	
4791 Mt Rainier St	Jurupa Valley CA 92509
Jennifer Mendoza	
President	

IV. BID DOCUMENTS

A. PROPOSAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

CONTRACTOR: LCR Earthwork & Engineering, Corp. Date: <u>6/11/25</u>

TO: City of Lawndale Honorable Mayor and Members of the City Council City Hall Lawndale, California, 90260

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that they have 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-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 2024, 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 (80) working days from the date the notice to proceed is issued by the Engineer.

Contractor Signature

1000063065 PWCR Registration Number

B. BIDDING SCHEDULE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total	
1	1	LS	Mobilization (MAX 5% of Total Bid)	7-3.4	90,000	90,000	
2	1	LS	Construction Survey & Staking	309-4	35,000	35,000	
3	1	LS	Furnish Traffic Control	601	150,000	150,000	700
4	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers including Bott's Dots	214	44.000	44,000	
5	494,569	SF	Cold mill existing asphalt concrete pavement (2-inch)	404-12	.42	207,718.	18
6	6,182	TON	Asphalt Rubberized Hot Mix (ARHM)	302-9.9	155.00	958,210	
7	507	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over Crushed Miscellaneous Base per SPPWC Standard Plan 120-3	303-5.9	95.00	48,165	
8	14,225	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	13.00	184,925	1
9	4,937	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2 Type A	303-5.9	17.00	83, 929	
10	4	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPWC Standard Plan 111-5, Case A Type 1	303-5.9	9,000	34,000	

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
11	12	EA	Furnish and Install Traffic Signal Inductive Loop Detector and Reconnect to Existing System	701-17.6.6	900.00	10,800
12	853	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8- inch CMB per SPPWC Standard Plan 122-3	303-5.9	30.00	25,590
13	42	EA	Adjust existing Manhole to Grade	403-5	1,200	50,400
14	92	EA	Adjust existing Water and Gas Valves to Grade	403-5	600.00	55,200
15	1	EA	Remove existing and install new guardrail with base posts per Caltrans Standard Plan A77L2 or similar	601-3.6.7	15,000	15,000
16	2	EA .	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Alley Ramp with DWS per SPPWC Standard Plan 111-5, Case D Type 1	303-5.5.5	9,000	18,000

(Total Bid in Figures) 歩 2,012,937.98

1000063065

(Total Bid in Words)	TWO Million	nTW	eive Thousand	I wine Hundred	Thirty Seven
·····	Dollars	and	ninety Eigh	t cents	
Contractor Name: LCR	R Earthwork & E	Enginee	ring, Corp.		

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

 $\frac{\left| \begin{array}{c} D' \right| \cdot \Delta \epsilon \ \text{line} \ \text{hid} \ \text{annulut}}{\text{ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.$

Contractor Signature:

PW Registration #:

State License #: 1048288

Contractor Company Name: LCR Earthwork & Engineering, Corp.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>LCR Earthwork & Engineering, Corp.</u>, (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, and work being:

BN-2503-03 FY 23/24 STREET REHABILITATION &

BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, andFidelity and DepositCompany of Marylanda corporation organized and existing under the laws of the StateofIllinois, duly authorized to transact business under the laws of the State of Californiaas Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum ofTen Percent of the Total Amount of the BidDollars (\$ 10%) lawful money of the UnitedStates of America, said sum being not less than ten percent (10%) of the bid amount for the paymentof 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 here	unto, set our hands and seals this1ith
day of	June	, 2025 .	· · · · · · · · · · · · · · · · · · ·
			LCR Earthwork & Engineering, Corp.
			Principal By
			Title Jennifer Mendrey, President
			nd Deposit Company of Maryland
		Surety	
		By C	cciche, Attorney-in-Fact
		Title	(1) 11-11-11-11-11-11-11-11-11-11-11-11-11-

Notary Acknow	wledgment					
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 he/she/they executed the same in his/her/their authorized ca instrument the person(s), or the entity upon behalf of which the	pacity/ies), and that by his/her/their signature(s) on the					
I certify under PENALTY OF PERJURY under the laws of the and correct.	he State of California that the foregoing paragraph is true					
WIT	NESS my hand and official seal.					
Signature of Notary Public						
ΟΡΤΙΟΙ	NAT					
Though the information below is not required by law						
docum	ent					
and could prevent fraudulent removal and reat						
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)						
" 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.

)
)
Angel Nunez, Notary Public
Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xix subscribed to the within instrument and acknowledged to me that he/xixe(thex) executed the same in his/kix(think) authorized capacity(Hex), and that by his/kix(think) signature(x) 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 band and official seal.

Signatur Signature of Notary Public

Place Notary Seal Above

Description of Attached Document

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.

Document Date:		
n Named Above:		
Signer's Name:		
Corporate Officer - Title(s):		
□ Partner – □ Limited □ General		
□ Individual □ Attorney in Fact		
□ Trustee □ Guardian or Conservator		
Other:		
Signer Is Representing:		
-		

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY/ COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of January, A.D. 2023.

SEA SEAL SEAL ATTEST: ZURICH AMERICAN INSURANCE COMPANY

ZA RICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY/COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

1 1 Staten & Therew

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 17th day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D**, **Murray**, **Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposedh and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Iva Bethea Notary Public My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate: and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF. I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 100 day of JUNC.

By: Mary Jean Pethick Vice President

SEAL

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfelaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

	ACKNOWL	EDGME	NT
A notary public or other office certificate verifies only the ide who signed the document to attached, and not the truthful validity of that document.	entity of the indivi which this certific	dual ate is	
State of California County of Riverside)		
On06/11/2025	before me, _		amarena Barrera, Notary Public
personally appeared	Jennife	r Mendoza	,
who proved to me on the basis subscribed to the within instrun his/her/their authorized capacit person(s), or the entity upon be	nent and acknowl y(ies), and that b shalf of which the	edged to m y his/her/th person(s)	be the person(s) whose name(s) is/are the that he/she/they executed the same in eir signature(s) on the instrument the acted, executed the instrument. he State of California that the foregoing
paragraph is true and correct.	ERJORY under t	ie laws of t	ne State of California that the foregoing
WITNESS my hand and official	seal.		ADRIANA CAMARENA BARRERA Notary Public - California Riverside County Commission # 2483694
Signature <u>ACF</u>		(Seal)	My Comm. Expires Mar 5, 2028

D. BIDDER'S ASSURANCE

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

FROM:

Name of Bidder:	LCR Earthwork & Engineering, Corp.		
Business Address:	4791 Mt Rainier St		
	Jurupa Valley CA 92509		
Telephone No:	951-934-3231		

TO:

Members of the City Council c/o City Hall City of Lawndale, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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: Jenniker Mendora

TITLE: President

E. BIDDER'S DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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, the Payment Bond, the federal requirements, if any, the Plans and Specifications, and the Special 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,	10			
LCR Earthwork & Engineering, Corp.	Vice President			
Contractor's Business Name	Contractor Signature Title			
4791 Mt Rainier St	Jorge L Mendoza Vice President			
Business Address: Street	By Title			
Jurupa Valley CA 92509	<u>1048288 Class A, C-12 & C-21</u>			
City State Zip	Contractor's License No. and Classification			
951-934-3231	6/11/25			
Business Phone Number	Date			
Jennifer Mendoza President	16850 Scottsdale Rd			
Name Title	Residence: Street			
Riverside CA 92509	951-934-3231			
City State Zip	Residence Phone Number			

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 nondiscrimination 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 LCR Earthwork & Engineering, Corp.	
TITLE OF PERSON SIGNING President	
SIGNATURE	
DATE 6/11/25	

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

N/A

G. CERTIFICATION OF PRINCIPAL

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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.)

A	
Signature:	
Name: Jennifer Mendoza	
Title: <u>President</u>	τ.
Name of Company: LCR Earthwork & Engineering, Corp.	

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 1777.1 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 <u>11</u> day of <u>June</u>, <u>202</u>5

, at <u>Jurupa Valley</u> (place of execution), California.

Signature: ______ Name: Jennifer Mendoza

Title: President

Name of Company: LCR Earthwork & Engineering, Corp.

I. NON-COLLUSION DECLARATION

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

The undersigned declares:

I am the <u>President</u> of <u>LCR Earthwork & Engineering, Corp.</u>, 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. 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 <u>6/11/25</u> [date], at <u>Jurupa Valley</u> [city], <u>California</u> [state].

LCR Earthwork & Engineering, Corp.

NAME OF BIDDER

SIGNATURE OF BIDDER

4791 Mt Rainier St ADDRESS OF BIDDER

Jurupa Valley CA 92509 CITY STATE ZIP

ACKNOWLEDGMENT					
A notary public or other office certificate verifies only the id who signed the document to attached, and not the truthfu validity of that document.	entity of the indiv which this certifi	vidual icate is			
State of California County of Riverside)			
On 06/11/2025	before me,		amarena Barrera, Notary Public		
subscribed to the within instrur his/her/their authorized capacit person(s), or the entity upon be	of satisfactory e nent and acknow ly(ies), and that l ehalf of which the	vledged to m by his/her/the e person(s) a	be the person(s) whose name(s) is/are the that he/she/they executed the same in eir signature(s) on the instrument the acted, executed the instrument. he State of California that the foregoing		
WITNESS my hand and officia			ADRIANA CAMARENA BARRERA		
Signature		(Seal)	Notary Public - California Riverside County Commission # 2483694 My Comm, Expires Mar 5, 2028		

J. REFERENCES OF WORK

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. Please see attached	
Name and Address of Public Agency	
Name, Email, and Telephone Number of Pr	oject Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change	Orders
2 Name and Address of Public Agency	
Name, Email, and Telephone Number of Pr	oject Manager
Name and Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion

Number of Change Orders_____

Past Projects

Project:	Roosevelt MS Site Improvements
Adrress:	1200 E. Alondra Blvd. Compton CA
Contract:	\$268,000.00
Owner:	Compton Unified School District / Nathaniel Holt 310-639-4321
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
Project Manager:	Steve Pedroza- 909-743-9070
% Completed	100%
Project Completed:	05/17/2019-7/5/2019
Project	Kelly ES Play Ground Asphalt
Address:	2320 E, Alondra Blvd. Compton CA 90221
Owner:	Compton Unified School District / Nathaniel Holt 310-639-4321
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract:	a la comencia de la compañía de la c
Project Completed:	07/17/2019-07/26/2019
Owner:	Compton Unified School District / Nathaniel Holt 310-639-4321
Project Manager:	Steve Pedroza- 909-743-9070
Project:	DSA Closeouts for Laurel ES
Address:	1321 W. Laurel St Compton, CA 90220
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract:	. Sub de Endes (Chrysty, Engel Colling Chryster Chryster (\$85,320.00
Project Completed:	07/22/2019-0809/2019
Owner:	Compton Unified School District
Project:	DSA Closeouts for Carver, Laurel and Mayo Elementary Schools
Address:	Various Locations
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract:	see 5 er see 5 % 5 % 5 % 5 % 5 % 5 % 5 % 5 % 5 % 5
Project Completed:	12/16/2019-01/19/2020
Project:	George C. Page Museum
Address:	5801 Wilshire Blvd. Los Angeles, CA 90036
Project Manager:	Eric Cho- 562-76-5613
Contract:	99999999999999999999999999999999999999
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Project Completed:	06/01/2020-08/14/2020
Owner:	LA Department of Public Works
Project:	Repair & Replacement Asphalt & Tennis Couirts at Emerson MS
Address:	635 Lincoln Ave. Pomona, CA 91767
Project Manager:	eli
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	\$135,000.00

Owner:	Pomona Unified School District
Project;	Repair & Replacement of Drainage Asphalt East Entry Parking
Address:	1921 Arroyo Ave. Pomona, CA 91768
Project Manager:	eli
Descrition of Work: % Completed	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition 100%
Contract	\$90,000.00
Project Completed	08/31/2020-10/09/2020
Owner:	Pomona Unified School District
Project:	Repair & Replacement Asphalt Staff Parking Lot, Kinder Area Playground/ Basket
Address:	24150 Sunset Crossing Rd. Diamond Bar, CA 91766
Project Manager:	eli
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	(*************************************
Project Completed	09/21/2020-10/09/2020
Project:	Tibby ES ADA Stairs & Gate
Address:	1400 Poplar Street Compton, CA 90222
Owner:	Compton Unified School District
Project Manager:	Steve Pedroza- 909-743-9070
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	
Project Completed:	03/23/2020-04/18/2020
Project:	DMV- Bell Gardens Field Office, Access Barrier Removal Phase 1
Address:	801 South Garfield Ave. Bell Gardens, CA
Project Manager;	Clinton Sierer- 916-375-4352 Cell: 916-216-7806
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
	50%
% Completed	a seguri a la la seguri a la la seguri de
Contract Project Completed:	01/05/2020-04/11/2021
Project:	Emergency Fill Asphalt and Crack with Hot Liquid and Seal Coat at Dominguez H
Address:	15301 S San Jose Ave Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	\$ 1 \$ 4 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ \$ 5 \$
	6/11/2021
Project Completed:	Emerson ES Asphalt set Redwood header boards for new
Broject:	asphalt place 4 compact inches of hot Asphalt
Project:	
Address:	1011 E Caldwell St Compton CA 90221
Owner: Project Manager:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition

Contract	\$187,000.00
Project Completed:	10/1/2021
Project:	Jefferson ES Synthetic Turf
Address:	2508 E 133RD St Compton CA 90222
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work: % Completed	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition 100%
Contract	\$108,000.00
Project Completed:	6/6/2020
Project:	Kelly ES Synthetic Turf
Address:	2320 E Alondra Blvd Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	grades intributed in the second s
Project Completed:	7/26/2019
Project:	Emerson ES Foundation Demo & Patch Back
Address:	1011 E Caldwell St Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	a directed directed as see that the back of the back of the \$26,000.00
Project Completed:	13-Nov-20
Project:	Whaley MS Emergency Work
Address:	14401 S Gibson Ave Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	eulite eeuteliste de la de la de la de la de la de la décardo de la \$ 17,000.00
Project Completed:	1/4/2020
Project:	Whaley MS Asphalt
Address:	14401 S Gibson Ave Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	\$42,500.00
	7/31/2020
Project Completed:	
Project Completed: Project:	Repair and Replace Asphalt and Tennis Courts at Emerson MS
Project:	Repair and Replace Asphalt and Tennis Courts at Emerson MS 1011 E Caldwell St Compton CA 90221
Project: Address:	1011 E Caldwell St Compton CA 90221
Project:	

% Completed	100%
Contract	\$135,000.00
Project Completed:	9/25/2020
Project:	Child Development Center Mayo ES Restroom Conversion
Address:	915 N Mayo Ave Compton CA 90221
Owner:	compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	\$14,800.00
Project Completed:	4/28/2020
Project:	Foster ES Asphalt Improvement
Address:	1620 N Pannes Ave Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	e 1999 1999 1999 1999 1999 1999 1999 19
Project Completed:	8/4/2020
Project:	Arterial Sidewalk removal & replacement at various locations project
Address:	2780 E. Wagner Ave Anaheim CA 92806
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	
Contract	\$345,772.00
Project Completed:	8/19/2021
Project:	Fort Freemont Alley Reconstruction
Address:	Mennes Avenue and Mission Blvd Jurupa Valley CA 92509
Owner:	City of Jurupa Valley
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	
Project Completed:	5/21/2021
Project:	Mendoza Center Starff Parking Renovation
Address:	851 S Hamilton Blvd Pomona CA 91766
Owner:	Pomona Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	
Contract	\$101,000.00
Project Completed:	3/26/2021
Project:	Mission Blvd ADA Improvements
Address:	Pyrite & Mission Blvd Jurupa Valley CA 92509
Owner:	City of Jurupa Valley
Project Manager:	Jorge L Mendoza

Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	\$253,300.00
Project Completed:	100%
Project:	Remove Asphalt, Re-grade for new Asphalt, place & Compact Roosevelt MS
Address:	1200 E Alondra Blvd Compton CA 90221
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	1997,925.00
Project Completed:	6/11/2021
Project:	Carson Library
Address:	151 E Carson St, Carson, CA 90745
Owner:	Los Angeles County
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	s also the allowing the state in the instant of the solution 65,000
Project Completed:	2/7/2020
Project:	Centennial HS-Demo/Sub Grade/Clear & Grub ADA Upgrade
Address:	2606 N Central Ave Compton CA 90222
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	3 COLORA CONTRACTOR STREET, S. C.
Project Completed:	4/22/2022
Project:	Centennial High School Phase B
Address:	2606 N Central Ave Compton CA 90222
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
Descrition of Work:	Earthwork, Fine Grading, Asphalt, Concrete Hardscape and Demolition
% Completed	100%
Contract	earain a ann an Aireannachte an Aireannachte an Aireannachte \$198,800.00 a
Project Completed:	4/22/2022
Project:	McKinley ES ADA Upgardes
Address:	14431 S Standford Compton CA 90220
Owner:	Compton Unified School District
Project Manager:	Jorge L Mendoza
% Completed	100%
Contract	a periode terre terre diseased and a periode terre \$128,000.00
Project Completed:	5/8/2022
Project:	Longfellow ES Concrete Harscape and ADA Ramps
Address:	1101 S Dwight Ave Compton CA 90220
Owner:	Compton Unified School District / Nathaniel Holt 310-639-4321
Project Manager:	Jorge L Mendoza

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Description of Work: Earthwork, Fine Grading, Asphait	Project Manager:	Compton Unified School District / Nathaniel Jorge L Mendoza	Holt 310-639-4321
		Compton Unified School District / Nathaniel Jorge L Mendoza	Holt 310-639-4321

%Completed		100%
Contract		\$199,430.00
Project Completed:		8/12/2022
Project:	MLK ES Monument Relocation and New Cond	•
Address:	2270 E. 122nd St. Compton, CA 90222	
Owner:	Compton Unified School District / Nathaniel I	-Init 310-639-4321
Project Manager:	Jorge L Mendoza	1010 010 000 1021
Description of Work:	Concrete Hardscape	
%Completed	concrete narascupe	100%
Contract		\$122,777.00
Project Completed:	- 19 MAN	8/22/2022
Project:	Compton Early College High School	0,22,2022
Address:	2601 N. Wilmington Ave. Compton, CA 90222	>
Owner:	Compton Unified School District / Nathaniel I	
Project Manager:	Jorge L Mendoza	1011 0 10 000 1022
%Completed	Joige L Mendoza	100%
Contract	and an	\$187,000.00
Project Completed:		8/12/2022
Project:	MLK Extra Concrete	0,12,2022
Address:	2270 E. 122nd St. Compton, CA 90222	
Owner:	Compton Unified School District / Nathaniel	Holt 310-639-4321
Project Manager:	Jorge L Mendoza	1010 310 000 4022
Description of Work:	Concrete Hardscape	
%Completed		100%
Contract		\$17,500.00
Project Completed:	n	8/31/2022
Project:	Hilltop House Demolition Project 2022-08	0,01,2022
Address:	20281 Highway 18 Apple Valley, CA 92307	
Owner:	The Town of Apple Valley / Rich Berger 760-2	240-7000
Project Manager:	Valerie Turrey-Aquino	110,000
Description of Work:		
%Completed	benontion	100%
Contract		\$152,250.00
Project Completed:		10/14/2022
i roject completed.	Airport Regional Concourse Gate 16 Taxiway	
Project:	Project No. 21-14	Repuils only
Address:	3400 E. Tahquitz Canyon way Palm Springs, (Δ 92262
Project Manager:	Jorge L Mendoza	
Owner:	City of Palm Springs / Andrew Crider 760-323	2-8752
Description of Work:		, 0255
% Complete	Lattiwork, The Grading, Asphate	100%
Contract		\$105,850.00
Project Completed		11/10/2022
Project Completed	WRCRWA House Demolition Project W-305	~~; =0; =0EE
Address:	14610 River Rd Eastvale CA 92880	
Project Manager:	Jorge L Mendoza	
r oject manager.		

Owner:	WRCRWA/ Luis Cardena 951-571-7100
Description of Work:	Demolition
% Completed	100%
Contract	\$62,730.00
Project Completed	12/9/2022
Project	Residential Structure Demolition
Address:	35110 County Line Road Yucaipa CA 92399
Project Manager:	Jorge L Mendoza
Owner:	City of Yucaipa / Kevin Garcia 909-797-2489
Description of Work:	Demolition
% Completed	100%
Contract	\$29,500
Project Completed	12/13/2022
Project	Route 62 improvement project
Address:	Route 62 from Encelia Ave to 600' East Twentynine Palms CA 92277
Project Manager:	Jorge L Mendoza
Owner:	City of Twenty Nine Palms/ Richard Pedersen 760-367-6799
Description of Work:	Concrete median island and pavement rehabilitation
% Completed	100%
Contract	ngeltals is som med av lats i schade lingeltate birde hitten i \$247,750
Project Completed	3/3/2023
Project	Laureal Ave between Mindanao Street and Otilla Street
Address:	Laurel Ave between Mindanao St and Otilla St Bloomington CA
Project Manager:	Jorge L Mendoza
Owner:	San Bernardino County / Noel Mondragon 909-387-1841
	Curb and gutter, Spandrel driveway, sidewalk construction
Description of Work:	and ADA Ramp updates
% Completed	100%
Contract	a en
Project Completed	4/26/2023
Project	Reconstruct City Owned Parking Lot
Address:	9818 Artesia Blvd Bellflower CA 90706
Project Manager:	Jorge L Mendoza
Owner:	City of Bellflower /Jerry Stock 562-804-1424
Description of Work:	Remove and Replace parking lot
% Completed	100%
Contract	\$478,350
Project Completed	9/6/2023
Project	Old Town Sidewalk Connectivity Project
Address:	Various Streets Locations Victorville CA 92395
Project Manager:	Jorge L Mendoza
Owner:	City of Victorville / Harry Mayo 760-243-6351
Description of Work:	PCC sidewalks, drive approaches and ADA accessible curb ramps
% Completed	100%
Contract	\$775,579
Project Completed	6/12/2023
Project	Centennial HS staff parking demo and grading

Address: Project Manager:	2606 N Central Ave Compton CA 90222 Jorge L Mendoza
Owner:	Compton Unified School District / Steve Pedroza 909-743-9070
	Remove damaged asphalt, remove exisiting base,
Description of Work:	subgrade, place class II base, compact and fine grade base.
% Completed	100%
Contract	\$191,600.00
Project Completed	8/19/2023
Project	Roosevelt Middle School Parking Lot Asphalt Repair
Address:	1200 E Alondra Blvd Compton CA 90221
Project Manager:	Jorge L Mendoza Compton Unified School District / Steve Pedroza 909-743-9070
Owner:	Remove damaged asphalt, scarify moisture and compact,
	place class II base, fine grade, asphalt overlay and
Description of Work:	restripe.
% Completed	100%
Contract	s. 1977 - 1997 autométerelet Sixensi felsérie asi \$199,800.00
Project Completed	8/22/2023
Project	Concrete V gutter drainage and Drywell Installation at Walton MS
Address:	900 W Greenleaf Blvd Compton CA 90220
Project Manager:	Jorge L Mendoza
Owner:	Compton Unified School District / Steve Pedroza 909-743-9070
	Remove soil and vegetation for the construction of new
	concrete v gutter, scarify, moisture and compact, place
	class II base, drill for new dowels, pour concrete mix for V
	gutter, construct new drywell install perforated
	corrugated pipe install new concrete catch basin, back fill,
	rough grade around new concrete V gutter and catch
Description of Work:	basin
% Completed	
Contract	\$126,000.00
Project Completed	7/7/2023
Project	Don Julian Elementary School
Address:	13855 Don Julian Rd La Puente CA 91746
Project Manager: Description of Work:	Jorge L Mendoza Grind existing asphalt, asphalt overlay and restripe.
% Completed	Stind existing asphate, asphate overlay and rescripe. 90%
Contract	\$78,900.00
Project Completed	7/12/2023
Project	Centennial HS staff parking asphalt paving
Address:	2606 N Central Ave Compton CA 90222
Project Manager:	Jorge L Mendoza
Description of Work:	Asphalt Paving & restripe parking lot.
	Asphale i danig of rescripe parking loca
% Completed Contract	90%

Project Completed	8/5/2023	
Project	Davis MS R&R staff parking lot	
Address:	621 W Poplar St Compton CA 90220	
Project Manager:	Jorge L Mendoza	
	Remove damaged asphalt, existing soil and base. Subgrade	
	for new base scarify moisture and compact. Place class II	
Description of Work:	base, asphalt paving and restripe.	
% Completed	90%	
Contract	\$167,000.00	
Project Completion	9/1/2023	
Project	Building 15 Demolition	
Address:	88 Fair Drive Costa Mesa CA 92626	
Project Manager:	Jorge L Mendoza	
Owner:	32nd District Agricultural Association/ Sean Slay 916-570-304	1
Description of Work:	Demolition	
% Completed	100%	
Contract	errisedriftelindingsgereitereitelindische Statisticker (\$153,000.00	
Project Completion	10/24/2023	
Project	2021-2022 Annual Pavement Rehabilitation FY22	
Address:	Various Streets Locations City of Industry CA 91746	
Project Manager:	Jorge L Mendoza	
Owner:	City of Industry / Chris Lum 562-896-2260	
	Resurfacing of various city streets, repair broken curbs,	
	gutters, driveways, sidewalks, upgrading curb ramps,	
	adjustment of existing utilities to finish grade and	
Description of Work:	pavement markings and striping.	
% Completed	100%	
Contract	s, the second state of the stat	
Project Completed	11/2/2023	
Project	Carver ES tennis court demolition and asphalt overlay	
Address:	1425 E 120th St Los Angeles CA 90059	
Project Manager:	Jorge L Mendoza	
•		
	Demolition of tennis court and fence, grind and overlay,	
Description of Work:	demolition of ADA ramps for modular buildings	
% Completed	95%	
Contract	. (a. 1999) and a state of the	
Project Completed	12/15/2023	
Project	Carver ES Playground asphalt R&R	
Address:	1425 E 120th St Los Angeles CA 90059	
Project Manager:	Jorge L Mendoza	
Description of Work:	Remove and replace asphalt, restripe playground and curbs	
% Completed	50%	
Contract	\$199,700.00	
Project Completed	1/10/2024	
Project	Enterprise MS R&R asphalt at bus drop off	
Address:	2600 W Compton CA 90220	

a roject manager.	Jorge E Mendoza
	Remove and replace asphalt, asphalt overlay amd restripe
Description of Work:	parking lot to existing layout
% Completed	95%
Contract	\$105,400.00
Project Completed	1/5/2024
Project	Dominguez HS asphalt remove & replace by temp kitchen
Address:	15301 S. San Jose Ave Compton CA 90221
Project Manager:	Jorge L Mendoza
	Remove 4" thick asphalt, remove 4" thick native soil
	scarify 6"-8" in depth, subgrade, install 4" class II base,
	asphalt pave 4" thick of a C2 PG 64-10, slurry seal and
Description of Work:	striping.
% Completed	95%
Contract	and Hersteines in which in the set for a first in a set of \$429,800.00
Project Completed	4/5/2024
Project	Remove and install new asphalt paving at MLK ES
Address:	2270 E 122nd St Compton CA 90222
Project Manager:	Jorge L Mendoza
r roject mundgen	Remove natural turf and haul away, moisture and
	compact, install 4" class II base, scarify moisture and
	compact, asphalt pave 3" thick with a C2 PG 64-10, slurry
	seal and concrete hardscape
Description of Work:	
% Completed	95%
Contract	rreichteiten Stechte Bertheren in Belle trotter teilte bert \$199,850.00
Project Completed	4/5/2024
Project	Fullerton Rd Reconstruction with PCC pavement
Address:	from San Jose Avenue to San Jose Creek Bridge City of Industry
Project Manager:	Jorge L Mendoza
Owner:	City of Industry / Chris Lum 562-896-2260
ownen	Replacement of existing asphalt paving with PCC
	pavement
	from San Jose Avenue to San Jose Creek Bridge to
Description of Work:	Rowland Street/San Jose Avenue
% Completed	100%
Contract	25.0000 Biteleter (Stellere) Stelleter (Stellere) Stelleter (St. 861,764.18
Project Completed	4/12/2024
Project	Carver ES Playground asphalt R&R
Address:	1425 E 120th St Los Angeles CA 90059
Project Manager:	Jorge L Mendoza
Description of Work:	Remove and replace asphalt, restripe playground and curbs
% Completed	50%
Contract	\$199,700.00
Project Completed	1/10/2024
Project	Annual concrete replacement at various locations Fiscal Year 2022-2024

Project Manager: Jorge L Mendoza

Address:	Various locations within city of Orange boundaries
Project Manager:	Jorge L Mendoza
Owner:	City of Orange / Salvador Munoz 714-744-5547
Owner.	City of Orange / Salvador Munoz / 14-/44-554/
	PCC sidewalks, curbs and gutter removal and
Description of Work:	replacements. Driveway apron, cross gutter and spandrel.
% Completed	100%
Contract	\$1,322,400.00
Project Completed	6/27/2024
Project	Roadway Repair 2024-01
Address:	Various locations
Project Manager:	Jorge L Mendoza
Owner:	The Town Of Apple Valley / Rich Berger 760-240-7000
	Sawcut and remove damaged asphalt and replace it with
Description of Work:	new hot mix asphalt.
% Completed	100%
Contract	enter rendere a delle etc. Andre de la biblior de Britishin S 521,750.00
Project Completed	6/20/2024
Project	Overlay A & Slurry Seal Program
Address:	Various locations
Project Manager:	Jorge L Mendoza
Owner:	City of Santa Clarita/ Connor Hahm 661-255-4322
	Saw-cutting; excavation, removal and disposal of the AC
	roadway section; cold milling and disposal of AC
	pavement; placement of AC and ARHM pavement
Description of Work:	materials and replacement of traffic striping and markings.
% Completed	100%
Contract	\$1,652,146.00
Project Completed	7/12/2024
Project	Asphalt Repair/Refurbishment at Vanguard Learning Center
Address:	13305 San Pedro St Los Angeles CA 90061
Project Manager:	Jorge L Mendoza
Description of Work:	Asphalt Paving
% Completed	95%
Contract	a faite is the feet of the feet of the first three is the feet of the \$92,700.00
Project Completed	7/26/2024
Project	Asphalt Repair & Replacement at Various Sites
Address:	Various Locations
Project Manager:	Jorge L Mendoza
Owner:	Compton Unified School District / Nathaniel Holt 310-639-4321

	McNair ES remove all barriers, ball walls, poles, tetherball
	poles and 4" remove and replace asphalt.
	Bunche MS remove all barriers, ball walls, poles,
	tetherball poles, retripe basketball courts, 4" remove and
	replace asphalt, repair and or replace concrete gutters, V-
	concrete gutters and relocating student lunch tables.
	Dominguez HS 4" remove and replace asphalt, remove
	and replace all car bumpers, striping, repair and or replace
Description of Work:	concrete gutters , V-concrete gutters and gate loops.
% Completed	100%
Contract	\$1,045,000
Project Completed	12/2/2024
Project	Compton HS Remove 5"-7" Native Soil and Haul Away
Address:	601 S Oleander Ave Compton CA90220
Project Manager:	Jorge L Mendoza
Owner:	Compton USD/ Nathnaiel Holt 310-639-4321
Owner.	Remove 5"-7" of native soil and haul away, scarify bottom
	moisture and compact to 90%, place class II base and
Description of Morks	place 4" of a C2 PG 64-10.
Description of Work:	95%
% Completed	2.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5
Contract	2/8/2025
Project Completed	2/0/2U2J
Project	Yucca Loma Elementary Safe Routes to School
Address:	Various locations
Project Manager:	Jorge L Mendoza
Owner:	The Town of Apple Valley / Rich Berger 760-240-7000 ext 7530
Owner.	Roadway reconstruction, pavement reconstruction,
	concrete improvements, utility adjustment, asphalt
Description of Work:	concrete paving, signing and striping
% Completed	100%
Contract	
Project Completed	2/31/25
Project	Cove Crack Repair Project
Address:	Various locations
Project Manager:	Jorge L Mendoza
-	
Owner:	-
	City of Cathedral City / Jesus Gutierrez 760-202-2402
	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base
	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base material,installation of petromat material, and
Description of Work:	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base material,installation of petromat material, and construction of asphalt concrete.
% Completed	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base material,installation of petromat material, and construction of asphalt concrete. 100%
% Completed Contract	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base material,installation of petromat material, and construction of asphalt concrete. 100% \$893,803.35
% Completed Contract Project Completed	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base material,installation of petromat material, and construction of asphalt concrete. 100% \$893,803.35 3/28/2025
% Completed Contract	City of Cathedral City / Jesus Gutierrez 760-202-2402 Removal of existing asphalt pavement and base material,installation of petromat material, and construction of asphalt concrete. 100% \$893,803.35

Address: Project Manager: Owner: Description of Work:	Solitude Circle and Jade Road Victorville CA Jorge L Mendoza City of Victorville /Dennis Lee, PE 760-955-2741 Sinkhole pavement repair
% Completed	100%
Contract	\$87,000.00
Project Completed	4/18/2025
Project	FY 24/25 Pavement Rehabilitation Project No. PW 24-08
Address:	Various locations
Project Manager:	Jorge L Mendoza
Owner:	City of El Segundo / Floriza Rivera 310-524-2361
	Cold milling, paving full depth asphalt replacement,
	manhole and valve can adjustments, drainage
	improvements, slurry seal, crack sealing, re-striping
Description of Work:	pavement markings and markers
% Completed	100%
Contract	\$2,018,104
Project Completed	4/4/2025
Project	Non-Arterial Streets Asphalt Repairs Zone D (24S01A)
Address:	Various locations
Project Manager:	Jorge L Mendoza
Owner:	City of Lake Forest / Anthony Flores 562-547-8555
	Repairing approx 600,000 SF of asphalt on non-arterial
Description of Work:	streets within zone D in the city of Lake Forest.
% Completed	100%
Contract	\$2,257,700
Project Completed	5/30/2025

3._____ Name and Address of Public Agency

Name, Email, and Telephone Number of Project Manager		
Name and Description of Project		
Original Contract Amount	Original Date of Completion	
Final Contract Amount	Final Date of Completion	
Number of Change C	Orders	
	•	
4 Name and Address of Public Agency		
Name, Email, and Telephone Number of Pro	oject Manager	
·		
Name and Description of Project		
Original Contract Amount	Original Date of Completion	
Final Contract Amount	Final Date of Completion	
Number of Change (Orders	
For additional References, please add separa	ate sheets.	
Jennifer Mendoza	_{DATE} 6/11/25	
AR		
SIGNATURE OF BIDDER		
V		

30

K. SUBCONTRACTORS LIST

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name: Smithson Electric Inc.	Address: 1938 E Katella Ave Orange CA 92867	
Description of Work:		
Traffic signal inductive loop detector and reconnect to existing system		
CSLB Contractor License No. 614518	DIR Registration No. 1000001610	
Phone No.	Dollar Amount of Work & % of Work	
714-997-9556	\$8,400 .3%	

Sub-Contractors Name:	Address:	
On Point Land Surveying Inc	1906 Orange Tree Lane Suite 240 Redlands CA 92374	
Description of Work: Surveying		
CSLB Contractor License No.	DIR Registration No.	
LS 8133	1000003100	
Phone No.	Dollar Amount of Work & % of Work	
909-792-2221	\$25,000 1.51.	
Sub-Contractors Name: Superior Pavement Markings	Address: 5312 Cypress St Cypress CA 90630	
Description of Work:	L	
Traffic signing, striping, markings, legends and pavement markers		
CSLB Contractor License No.	DIR Registration No.	
776306	1000001476	
Phone No. 714-995-9100	Dollar Amount of Work & % of Work ∯ 39,000 2.7.	

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:	I	
CSLB Contractor License No.	DIR Registration No.	
Phone No.	Dollar Amount of Work & % of Work	

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: $\lfloor 0.5 \\$ % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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:

X The Contractor is not:

- 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: Jennifer Mendoza

Title: President

Firm Name: LCR Earthwork & Engineering, Corp.

Date: 6/11/25

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

BN-2503-03 FY 23/24 STREET REHABILITATION & BN-2503-04 FY 24/25 SIDEWALK REPLACEMENT PROJECT

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 <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: LCR Earthwork & Engineering, Corp.

DIR Registration Number: 1000063065

DIR Registration Expiration: 6/30/28

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. 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. 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 LCR Earthwork & Engineering, Corp.

Signature

Name and Title Jennifer Mendoza/President

Date 6/11/25

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



CITY OF LAWNDALE

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

SUBJECT:	Memorandum of Understanding between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895 Agreement and Citywide Pay Schedule for Fiscal Year 2025-2026
PREPARED BY:	Raylette Felton, Deputy City Manager/Director of Human Resources
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

The Memorandum of Understanding (MOU) between the City of Lawndale (City) and American Federation of State, County and Municipal Employees, Local 1895, Council 36 (AFSCME), the the recognized employee organization representing two bargaining groups (Lawndale Professional Mid-Management Employees and Lawndale Classified Employees), covered a two (2) year period of July 1, 2023, to June 30, 2025. The MOU expires on June 30, 2025

The City and AFSCME commenced negotiations pursuant to the Meyers-Milias-Brown Act, Government Code section 3500 *et seq.* ("MMBA") in March 2025 and have met and conferred in good faith on a successor MOU setting forth the terms and conditions of employment for AFSCME's members. The written successor MOU was jointly reviewed and prepared by representatives of the City and AFSCME. On June 11, 2025, the successor MOU was ratified by AFSCME.

Attached for City Council's consideration is Resolution No. CC-2506-031 adopting the successor MOU between the City and AFSCME, for the period of July 1, 2025, to June 30, 2028, and Resolution No. CC-2506-032 adopting City-wide Salary/ Pay Schedule for all City position titles and pay rates/ranges for fiscal year 2025-2026.

STAFF REVIEW

The attached jointly prepared successor MOU has been modified to include amendments to the existing contract language to clarify agreed upon specific terms and conditions of employment. (Attached track changed MOU). With direction from the Mayor and City Council, the parties met in good faith, on several occasions, reaching agreement on the following terms:

- <u>Term:</u> Three (3) year covering the period July 1, 2025, to June 30, 2028.
- <u>Salary Increase:</u> 6% salary increase effective July 1, 2025; 5% salary increase effective July 1, 2026; and a 4% salary increase effective July 1, 2027.
- <u>Wellness Program</u>: modify language to increase wellness reimbursement from \$100 annually to \$200 annually for qualified benefit program.
- <u>Longevity Pay:</u> modify language to increase longevity pay from \$150 annually to \$300 annually for 5 years; increase pay from \$400 annually for 10 years to \$600; and new tier of 15 years at \$900 annually.
- <u>End of Year Holiday Closure</u>: modify Section 13 to add new language to close City facilities/departments the week between Christmas Eve and New Years Day. Employees will be

required to use their accrued/bank vacation, floating holiday, or compensatory time during this period.

- <u>Safety Shoes</u>: modify language to add employee's ability to use shoe voucher towards shoe laces and insoles (shoe accessories).
- <u>Tuition Reimbursement</u>: modify language to increase tuition reimbursement from \$900 per semester or \$1,800 per fiscal year to \$1250 per semester or \$2500 per fiscal year.

Once this MOU is approved and adopted by City Council, this three (3) year agreement will replace the existing MOU set to expire on June 30, 2025. The adoption of the successor MOU would also trigger the need to approve and adopt the City-wide Salary/Pay Schedule for Fiscal Year 2025-2028, to reflect changes approved by City Council, in compliance with applicable sections of the California Government Code.

LEGAL REVIEW

The City Attorney's Office has reviewed the attached resolutions and approves them as to form.

FISCAL IMPACT

The total cost for the implementation of this MOU is \$258,475 for fiscal year 25/26. There are three main components that have a budget effect. First is the Cost Of Living Adjustment (COLA) of 6%, which will come into effect on July 1, 2025. The cost of the COLA adjustment will be \$244,540, if approved the budget will be adjusted to reflect this increase for FY 25/26. The General Fund impact will be approximately 60% or \$146,725 and the remainder to the special revenue funds. Second there is the increase in longevity pay which will be \$10,135. Finally there is the Tuition Reimbursement and Wellness Program increase which will be \$3,800 based on current usage of these programs. In total this MOU will add a budget of \$258,475, the budget for FY 25/26 will be amended for this amount once approved.

RECOMMENDATION

Staff recommends that the City Council: 1) approve Resolution No. CC-2506-031 approving the 2025-2028 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36, 2) adopt Resolution No. CC-2506-032, approving the Fiscal Year 2025-2028 City-wide Salary and Pay Schedule and, 3) approve budget amendment for \$258,475 as noted above.

Attachments

<u>Attachment A - (Lawndale) AFSCME MOU 2025-2028_DRAFT_2.pdf</u> <u>Attachment B - AFSCME MOU 2025-2028_.pdf</u> <u>Attachment C- Resolution CC-2506-032- City-wide Salary Schedule 2025-2026.pdf</u>

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAWNDALE AND LOCAL 1895, COUNCIL 36, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2023 2025 – JUNE 30, 2025 2028

ARTICLE 01 RECOGNITION OF THE ORGANIZATION

<u>Section 01.01</u> UNIT & UNION RECOGNITION. For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "Agreement"), the Meyers-Milias-Brown Act, Government Code Sections 3500, *et seq*, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Lawndale (hereinafter referred to as the "City") hereby affirms its recognition of Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to, along with any successor organizations, as the "Majority Representative Employee Organization"), as the exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "LPMME Unit," and as the recognized exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "B" hereto (hereinafter referred to as the "LCE Unit."

<u>Section 01.02</u> FILING OF PETITIONS. This Agreement shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation units during the term of this Agreement; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said Agreement.

Section 01.03 PART-TIME EMPLOYEE STATUS. This Agreement affirms that all part-time employees of the City remain at-will and are thus not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein. Part-time employees may be discharged by the appointing authority at any time with or without notice or cause. In addition, part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all part-time employees subject to this Agreement may terminate their employees serve at the pleasure of the City Manager and no provision of this Agreement shall be deemed to confer upon any part-time employees any property rights in employment by the City.

ARTICLE 02 NON-DISCRIMINATION PLEDGE

<u>Section 02.01</u> EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all represented unit members to join and/or participate in protected employee organization activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, *et seq.*

<u>Section 02.02</u> ANTI-DISCRIMINATION STATEMENT. The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, political or religious opinions or affiliations of any person or employee organization membership as defined by State and Federal law.

The City and the Majority Representative Employee Organization shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws. All other Articles of this Agreement shall remain the same.

<u>Section 02.03</u> EMPLOYEE SAFETY. The City shall equitably apply all laws regarding workrelated injuries. The City and the Majority Representative Employee Organization shall utilize a City safety committee to address employee safety concerns.

ARTICLE 03 <u>CITY MANAGEMENT RIGHTS RESERVED</u>

<u>Section 03.01</u> RESERVED MANAGEMENT RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this Agreement or by law, to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;
- i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;

- k. To establish and modify productivity and performance programs and standards for City operations;
- 1. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees; and
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

<u>Section 03.02</u> IMPACT OF CITY MANAGEMENT RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management rights shall impact upon represented employees, the City agrees to meet and confer in good faith with representatives of the Majority Representative Employee Organization regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement. By agreeing to meet and confer with the Majority Representative Employee Organization as to the impact of the exercise of any of the foregoing management rights, it shall not diminish the City's discretion in the exercise of those rights.

ARTICLE 04 EMPLOYEE ORGANIZATION RIGHTS

<u>Section 04.01</u> DUES DEDUCTION. The Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative

Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year). The City shall remit the total amount of deductions to the Majority Representative Employee Organization within thirty (30) days of the date of the deduction. Any changes in the Majority Representative Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

<u>Section 04.02</u> MAINTENANCE OF MEMBERSHIP. Any employees in the LCE or LPMME Units who have authorized the Majority Representative Employee Organization dues deductions on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any requests to revoke or change membership deductions must be referred to the Majority Representative Employee Organization.

<u>Section 04.03</u> PEOPLE DEDUCTION. The City agrees to deduct from the wages of any employee who is a member of the Majority Representative Employee Organization an AFSCME PEOPLE deduction as per a written authorization provided by the affected employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Majority Representative Employee Organization. The City agrees to remit any deductions made pursuant to this provision to the Majority Representative Employee Organization within a reasonable time frame together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

<u>Section 04.04</u> INDEMNIFICATION OF CITY. Majority Representative Employee Organization shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with Section 04.01 Dues Deduction, Section 4.02 Maintenance of Membership, and Section 4.03 PEOPLE Deduction. AFSCME specifically agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

<u>Section 04.05</u> REPRESENTATIVES' RIGHTS. The Majority Representative Employee Organization may select a total of four (4) representatives for the LPMME Unit and five (5) for the LCE Unit, with no more than two (2) representatives from any one department of the City representing either unit at the same time. The Majority Representative Employee Organization shall give to the City a written list of employees who have been selected as representatives. The Majority Representative Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented unit member's work place on employee organization business, the representative shall obtain permission from the employee's department head. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Majority Representative Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Majority Representative Employee Organization.

<u>Section 04.06</u> INCREASED COMMUNICATION BETWEEN PARTIES. The City might reasonably expect that the Majority Representative Employee Organization would report the results of any meeting wherein employees have been permitted to participate on City time in their role as representatives. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

<u>Section 04.07</u> ALLOWED TIME FOR REPRESENTATIVES. The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absence from the assigned work being approved by the employee's department head with permission being granted promptly unless such absence would cause an undue interruption of work.

<u>Section 04.08</u> ACCESS TO NEW HIRES AND EMPLOYEE INFORMATION. The City will notify the Majority Representative Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Majority Representative Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Majority Representative Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Majority Representative Employee Organization President and the designated Business Representative from AFSCME District Council 36 a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Majority Representative Employee Organization with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Majority Representative Employee Organization with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed. [See Attachment E hereto for agreed upon form.]

ARTICLE 05 <u>NO STRIKE - NO LOCKOUT PLEDGE</u>

<u>Section 05.01</u> EMPLOYEE ORGANIZATION PROHIBITED CONDUCT. The Majority Representative Employee Organization, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline pursuant to Article 03. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

<u>Section 05.02</u> CITY PROHIBITED CONDUCT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

<u>Section 05.03</u> EMPLOYEE ORGANIZATION RESPONSIBILITY. In the event that the Majority Representative Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Majority Representative Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If Majority Representative Employee Organization acts in good faith to meet its responsibilities as set forth above, then Majority Representative Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Agreement.

<u>Section 05.04</u> CITY RIGHTS. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Majority Representative Employee Organization, its officers, agents, representatives or

members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

ARTICLE 06 PROBATIONARY PERIOD

<u>Section 06.01</u> INITIAL PROBATION PERIOD. Every person receiving an appointment to the competitive service, which has not been designated as temporary, shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the employee's department head, the probationary period may be extended for not more than an additional six (6) months.

Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION

- a. <u>Regular Employee</u>. A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04.)
- b. <u>Probationary Employee</u>. A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.
- c. <u>Acting Status Employee</u>. An employee serving in an "acting" position within a higher classification who is promoted to that higher classification, may have all or a portion of the time spent in an "acting" position considered as a part of the probationary period for the higher classification, at the discretion of the City Manager.

<u>Section 06.03</u> PERMANENT STATUS. An employee shall attain permanent status in the class upon successful completion of the probationary period.

ARTICLE 07 WAGE AND SALARY POLICY

<u>Section 07.01</u> BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all represented unit members who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachments "A" & "B" hereto.

<u>Section 07.02</u> SALARY AND WAGE SCHEDULES. Salary tables effective July 1, 2025, through June 30, 2028, for employees covered by this Agreement are listed in Attachments A & B hereto and reflect the following:

- a. A cost-of-living increase of six (6%) percent to the previously published salary ranges effective July 1, 2025, through June 30, 2026. Salaries effective July 1, 2023 through June 30, 2025 for employees covered by this Agreement are listed in Attachments A and B hereto and represent a cost of living increase of two (2%) percent to the previously published salary ranges.
- b. A cost-of-living increase of five (5%) percent effective July 1, 2026, through June 30, 2027. Effective the first full pay period after City Council approval of this Agreement and ratification vote, City shall provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of \$3,000 to full-time employees and currently employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of \$1,500 to part-time employees currently employed by the City at the time of such approval. These ARPA/ratification payments will not set precedent or other reasonable expectation of availability in the future and will be subject to appropriate tax deductions as determined by the City, and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.
- c. A cost-of-living increase of four (4%) percent effective July 1, 2027, through June 30, 2028. Salaries effective July 1, 2024 through June 30, 2025 for employees covered by this Agreement are listed in Attachments C and D hereto and represent a cost of living increase of two (2%) percent.

<u>Section 07.03</u> ADMINISTRATION OF BASIC COMPENSATION PLAN. Where indicated, the compensation ranges and steps contained in the attached salary schedules are monthly compensation rates. The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

<u>Section 07.04</u> BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the department head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D" or "E", depending on the employee's qualifications.

<u>Section 07.05</u> SERVICE. The word "service," as used in this Agreement shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the

appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the employee's department head and approved by the City Manager.

<u>Section 07.06</u> ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

- a. <u>Service Advancement.</u> After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.
- b. <u>Merit Advancement.</u> An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:
 - 1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
 - 2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.
- c. <u>Outstanding Merit Advancement.</u> In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.
- d. <u>Length of Service Required When Advancement is Denied.</u> When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.

e. <u>"Y" Rating.</u> When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

<u>Section 07.07</u> SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS. All newly hired or promoted employees who begin at the minimum salary step of a given salary range shall receive a salary increase based on merit, as recommended by the employee's department head and approved by the City Manager, in accordance with the steps and corresponding time periods specified below:

SALARY STEP	EMPLOYEE ELIGIBLE FOR:
А	Newly hired employee.
В	After six (6) months of full-time employment and an above standard initial evaluation.
В	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.
С	After one and one-half (1 1/2) years of full-time employment.
D	After two and one-half (2 1/2) years of full-time employment.
Ε	After three and one-half $(3 1/2)$ years of full-time employment.

Notwithstanding the time periods specified above, a newly hired or promoted employee entering a range on a step higher than Step "A" will be eligible for review and salary increase one (1) year from date of hire or promotion, and at future yearly intervals based upon the employee's anniversary date.

An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required by this Agreement and pursuant to procedures outlined in the City's Personnel Rules and Regulations. Advancements to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting

such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.

b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the employee's department head may recommend to the City Manager that said employee be advanced to a higher step without regard to this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such advancement.

All merit step salary increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

<u>Section 07.08</u> REDUCTION IN SALARY STEPS. An employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the employee's department head with the approval of the City Manager. Procedures for review and recommendation for such reduction shall be the same as outlined for merit advancements in Section 07.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (b) of Section 07.06.

<u>Section 07.09</u> COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range, unless otherwise determined by the City Manager. The schedule for eligibility for increases as stated in Section 07.07 of this Article shall apply for such employees.

<u>Section 07.10</u> COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the procedures and schedule set forth in Sections 07.06 and 07.07 of this Article as if the employee was originally employed in the new classification range.

<u>Section 07.11</u> COMPENSATION ON TRANSFER. When an employee is transferred within a department or between departments, or from one position to another position in the same class with similar duties and qualifications, the employee shall remain at his/her same Step and level of compensation. If necessary, the employee shall be "Y" rated as provided for in Section 07.06 (e).

<u>Section 07.12</u> COMPENSATION ON LAYOFF. Personnel Rule 3.55 is clarified with regard to pay for part-time employees laid off given less than two weeks notice. In such circumstances, the City shall calculate pay for the difference between the date of layoff and two (2) weeks notice as follows. Part-time employees working on average 20 or less hours a week over the preceding three months shall be paid four (4) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working less than 30 but greater than 20 hours a week on average over the preceding three months shall be paid six (6) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working less than 30 but greater than 20 hours a week on average over the preceding three months shall be paid six (6) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working on average 30 or more hours over the preceding three months shall be paid eight (8) hours for each day's difference between the date of layoff and two weeks notice.

<u>Section 07.13</u> LONGEVITY PAY. Any represented members having completed five (5) full years of service with the City shall receive an annual lump sum payment of one hundred and fifty dollars (\$150) three hundred dollars (\$300), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed ten (10) full years of service with the City shall receive an annual lump sum payment of four hundred dollars (\$400.00) six hundred dollars (\$600), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed fifteen (15) full years of service with the City shall receive an annual lump sum payment of four hundred dollars (\$400.00) six hundred dollars (\$600), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed fifteen (15) full years of service with the City shall receive an annual lump sum payment of nine hundred dollars (\$900), which shall be paid on the first Payroll following the employee's anniversary date.

<u>Section 07.14</u> BILINGUAL PAY. The City Council shall offer bilingual pay of an additional forty-five dollars (\$45) per pay period to those full-time employees whom prove proficient in either Spanish or American Sign Language, and are required to use such languages during the course of city business. Any part-time employee receiving bilingual pay prior to July 1, 2006 shall continue to be eligible to receive this bonus pay.

<u>Section 07.15</u> SHIFT DIFFERENTIAL. Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential pay to be paid in addition to the employee's regular salary. Said shift differential shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between 5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 07.16</u> ACTING PAY. An employee appointed by the City Manager to serve in an "acting" position for a classification other than such employee's regular classification for a period exceeding fifteen (15) consecutive working days as a result of authorized leave by another employee, or exceeding ten (10) consecutive working days resulting from a vacancy due to separation, shall receive a compensation that is the greater of either five percent (5%) of the employee's current compensation, or Step "A" of the acting classification.

<u>Section 07.17</u> FLEXTIME. In order to meet special work schedule requirements, a flextime schedule may be worked for any given day or consecutive work days, with the prior mutual concurrence of the employee, the employee's department head and the City Manager. Such flextime shall allow for differing work days and/or arrival and departure times on given work days provided that the employee works not less than forty (40) hours within their defined workweek. Any hours worked beyond forty (40) in an employee's workweek shall be considered over-time, and be compensated accordingly. Any long-term schedule change to meet extraordinary conditions shall be placed in writing and signed by the employee, the department head, and the City Manager. This

Section may be modified and superseded by the requirements of specific work schedules, including the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 07.18</u> WORK SCHEDULES. For all employees covered by this Agreement, it is expected that they work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The City has adopted several work schedules, including a standard 5/40 (5 days/40 hours) schedule, a 9/80 (9 days/80 hours) schedule, and a 4/10 (4 days/40 hours) work schedule. These work schedules shall be subject to change upon the required meet and confer between the parties. The specific components of the 4/10 work schedule are set forth in Attachment "C" and the 9/80 work schedule are set forth in Attachment "D" hereto.

The 9/80 work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four nine (9) hour days per week and one eight (8) hour work day every other week. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period to the work day. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of the week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on Friday (with thirty (30) minutes for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate day off to Thursday or any other day). Specific components of the 9/80 alternative work schedule are set forth in Attachment "D".

The 4/10 work schedule consists of four (4) ten (10) hour shifts each work week, either Monday through Thursday, or Tuesday through Friday, as determined by the Department Director. The workweek for employees assigned to a 4/10 schedule is defined as seven (7) consecutive 24-hour periods beginning at midnight on day one and ending at 11:59 p.m. on day seven (7). Specific components of the 4/10 alternative work schedule are set forth in Attachment "C".

For work schedules other than the 9/80 schedule and 4/10 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

<u>Section 07.19</u> MEAL BREAKS AND REST PERIODS. The City will provide a one-hour (1) meal break, without pay, and two paid fifteen (15) minute rest periods per work shift except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with meal breaks or other rest periods.

<u>Section 07.20</u> MEAL BREAKS AND REST PERIODS- PART TIME EMPLOYEES. The City will provide part-time employees meal breaks and rest periods in the following amounts, based on the number of hours worked in a single day:

- 3 hours or less no rest break.
- 4 hours one 10-minute rest break.
- 5 hours one 15 rest minute break.
- 6 hours two 10-minute rest breaks.
- 7 8 hours two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

All breaks must be taken on-site, with the exception of the unpaid meal break.

Section 07.21 ECONOMIC LAY OFF. If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Majority Representative Employee Organization that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Reductions in work force for reasons other than solely economic reasons shall continue to observe the order of layoff set forth in Personnel Rule 3.55.10. Notwithstanding Personnel Rule 3.55.05, it is further agreed by the City and the Majority Representative Employee Organization that where the City Manager determines that a reduction in personnel is necessary for economic reasons, employees shall have "bumping" rights based upon service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Any employee serving in a higher classification in a classification for determination of bumping rights.

<u>Section 07.22</u> DIRECT DEPOSIT. Employees shall receive their bi-weekly compensation through the City's direct deposit program. Employees are encouraged to utilize the City's ability to "direct deposit" paychecks to the bank or credit union of the employee's choice.

ARTICLE 08 OTHER WAGE AND HOURLY BENEFITS

<u>Section 08.01</u> OVERTIME WORKED. All time worked by a represented unit member beyond his/her regular work day or beyond the forty (40) hours in the employee's workweek, shall be compensated, at the election of the represented unit member, with cash payment based on one and one-half (1-1/2) times the regular rate of pay or by the accumulation of compensatory time as provided in Section 08.02 below. Overtime shall not include hours not actually worked, including vacation, sick leave, jury duty, floating holiday, compensatory time off; overtime of ten (10) minutes or less; or voluntary early reporting. All overtime worked by non-exempt employees must be pre-approved and reported to the City. Non-exempt employees are not permitted to work uncompensated overtime. Any unapproved overtime worked will be paid but the employee and/or supervisor may be subject to discipline for working overtime without the required approval.

<u>Section 08.02</u> COMPENSATORY TIME. As an alternative to overtime compensation specified in Section 08.01 above, represented unit members shall be eligible to earn compensatory time off

at the rate of one and one-half (1-1/2) hours for each hour worked beyond his/her regular work period as specified in Section 07.18 above. The amount of outstanding compensatory time earned shall not exceed one hundred fifty (150) hours at any given time. When a represented unit member has reached the maximum of one hundred fifty (150) hours of compensatory time earned, all overtime worked subsequent thereto time shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below one hundred fifty (150) hours.

Upon termination of employment, a represented unit member shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

The dates of compensatory time leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider whether the request unduly disrupts the operations of that department. All compensatory time shall be taken in minimums of at least one-half (1/2) hour increments whenever possible.

<u>Section 08.03</u> CALL BACK COMPENSATION. Represented unit members called back to work, outside their normal working hours, shall be paid a minimum of two (2) hour's compensation at the overtime rate. Call back is considered an employee's unexpected return to work due to an unanticipated work requirement resulting from an order to report/ return to work. A represented unit member shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work shift, and having left his/her work location. Call back shall not apply to situations where an employee is called in to start a work shift early or asked to stay after their normal shift ends.

<u>Section 08.04</u> FLSA EXEMPT STATUS. The City continues to designate the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt from overtime for FLSA purposes. The parties acknowledge and agree that the following classifications shall be exempt from overtime:

- a. Community Development Manager
- b. Community Services Manager
- c. Municipal Services Manager
- d. Senior Management Analyst

<u>Section 08.05</u> AFTER HOUR CALLS. Employees who may receive and respond to calls after work hours, shall log the time spent on each call and submit the signed log with their timesheets to their immediate supervisor for review and processing.

<u>Section 08.06</u> STAND-BY PAY FOR MAINTENANCE OPERATIONS ELIGIBLE EMPLOYEES ON THE 4/10 WORK SCHEDULE. Employees authorized by the City Manager, department director or designee to be available for return to work on an on-call basis during nonwork hours will receive \$175 per week, for seven (7) consecutive days of standby. If an employee assigned to standby fails to respond when contacted, then the employee may be removed from the Standby List. Standby is not considered time worked and not subject to overtime under FLSA. Employees on Standby status shall be required to carry a functioning cell phone and be available to answer all standby calls or return such calls within thirty (30) minutes. If it is determined that the employee must report to work, the employee must respond on scene within one hour of completion of the call. Employees on standby, when ordered to return to work, will be covered by Section 08.03 above. Employees assigned to standby shifts must document their standby week and actual time worked on the appropriate over-time forms and submit completed forms, with their timesheets, to their immediate supervisor for review and approval.

The City will follow the previously established Standby Emergency Overtime Procedures when assigning standby assignments. However, should it be determined that an insufficient number of employees have voluntarily signed up for the standby assignment, the Department Director shall have the ability to assign standby duty on a rotating basis. The City has the right in its sole discretion to establish, modify, assign, order and eliminate standby assignments based on operational needs.

ARTICLE 09 CAREER DEVELOPMENT PROGRAM

<u>Section 09.01</u> TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior written approval from the employee's department head and the City Manager shall be eligible to receive tuition reimbursement pursuant to this Agreement for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse a represented unit member's costs for required school fees such as tuition, registration fees, books, and parking fees, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.
- b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.
- c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

<u>Section 09.02</u> LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than Nine Hundred Dollars (\$900.00) One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per semester. In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed One Thousand Eight Hundred Dollars (\$1,800.00) Two Thousand Five Hundred Dollars (\$2,500.00).

ARTICLE 10 TRAVEL AND MEETING ALLOWANCE

<u>Section 10.01</u> AUTOMOBILE ALLOWANCE. The City shall create a pool of City vehicles to be available for use by City employees in the course of city business. In the case of an employee needing to use a private vehicle during the course of city business, mileage incurred during such travel shall be reimbursed by the city. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Finance Director. Such use, if approved, in writing, will be reimbursed at the rate established by the Internal Revenue Service for the calendar year immediately preceding the calendar year in which the rate is to be in effect.

<u>Section 10.02</u> **REGISTRATION AND LODGING**. The City shall pay the registration fee for conferences, workshops and meetings approved in the annual budget. Said fee shall be paid directly by the City on the appropriate registration form.

The City shall pay the cost of lodging for approved conferences and workshops which are located at such a distance as to make commuting impractical, and which are approved in the annual budget. The City may provide advance payment for lodging, payable to the hotel, upon presentation of a confirmed registration and the room rate. The employee shall be required to submit a receipt for the lodging payment and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

<u>Section 10.03</u> MEALS. The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed the per diem amounts pursuant to the City's Travel Policy No. 42-97. Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

<u>Section 10.04</u> **REIMBURSEMENTS**. All reimbursements for travel and meeting expenses shall be made on the City's regular Warrant Resolution and shall be made only one (1) time per month.

ARTICLE 11 UNIFORMS

Section 11.01 UNIFORMS PROVIDED.

- a. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.
- b. Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. [See the City's Dress Code and Appearance Policy]

<u>Section 11.02</u> SAFETY SHOES. Employees required to wear approved safety shoes to carry out the duties of their position shall be eligible to receive a \$270 voucher once a year to be used at a City approved vendor to purchase such shoes and/or shoe related accessories (i.e., sole inserts, laces, etc.). In no case shall the total annual voucher amount for a single employee exceed \$270 in a calendar year.

ARTICLE 12 VACATION BENEFIT

<u>Section 12.01</u> ACCRUAL INCREMENTS. All increments for accrual and use of vacation leave time shall be in hours or portions thereof. All full-time employees shall be eligible to accrue paid vacation leave upon hire. No part-time, provisional or temporary employees shall be eligible for any vacation accrual.

<u>Section 12.02</u> VACATION ACCRUAL. Each permanent full-time probationary employee shall accrue vacation leave in accordance with the following formula:

- a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).
- b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).
- c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).
- d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month. Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month the higher rate shall begin with the first (1st) day of the following month.

<u>Section 12.03</u> MAXIMUM VACATION ACCRUAL. An employee's available vacation hours shall not exceed the following maximum amounts:

- a. 292.0 hours for the first through fifth year of employment.
- b. 384.0 hours for the sixth through ninth year of employment.
- c. 432.0 hours beginning with the tenth year of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

<u>Section 12.04</u> USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of one (1) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager and based upon their belief that, an unforeseeable financial emergency exists, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. Such cash payment shall be made as part of the next regular payroll.

<u>Section 12.05</u> VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 12.03 of this Article. Payment shall be at the same hourly rate of pay as was authorized for the employee at the time of submittal of termination notice. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the

City, while serving in an Acting Status, payment of the lump sum accrued vacation leave shall be paid at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced employment in the Acting Status.

Employees dismissed by the City or voluntarily resigning prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of a represented unit member, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have been in writing, signed by such employee and filed with the Personnel Department. In the event such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

Payment for accrued vacation leave shall be made on a regular City payroll within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the effective date of the separation.

ARTICLE 13 HOLIDAY BENEFIT

<u>Section 13.01</u> HOLIDAY DATES. All full-time represented unit members covered by the terms of this Agreement shall have the following legal holidays:

New Year's Day Martin Luther King Day President's Day Cesar Chavez Day Memorial Day Juneteenth National Independence Day (June 19) Fourth of July Labor Day Veteran's Day Veteran's Day Thanksgiving Day Christmas Eve Christmas Eve Christmas Day New Year's Eve One Floating Holiday per calendar year (except for 4/10 work schedules).

This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.02</u> HOLIDAYS WORKED. If a full-time employee is assigned to work on a regular scheduled holiday, in addition to his/her regular pay, he/she shall be paid one-half (1/2) time for all hours worked; thus, totaling time and one-half (1/2) pay for all hours worked. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Part-Time Employees shall receive pay at the rate of time and a half for working on Thanksgiving Day and Independence Day.

<u>Section 13.03</u> HOLIDAY ON VACATION DAY. Should one of the regular scheduled holidays fall during a represented unit member's vacation period, or while an employee is lawfully absent with pay, such employee shall be credited for the holiday and no charge shall be made against such employee's accrued vacation or other authorized leave time. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.04</u> HOLIDAY ON WEEKENDS. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Saturday, the preceding Friday shall be observed as the holiday. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Sunday, the following Monday shall be observed as the holiday. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.05</u> HOLIDAY ON REGULAR DAY OFF. When a holiday falls on a regular day off, represented unit members shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by the City Manager, in his or her sole discretion. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.06</u> ELIGIBILITY. In order to be eligible to receive holiday pay, a represented unit member must have worked, or be deemed to have worked because of lawful absence, such employee's regular scheduled day before and regular scheduled day after the holiday.

<u>Section 13.07</u> HOLIDAY PAY. Full-time represented unit members shall receive holiday pay based on the number of hours he/she is regularly scheduled to work on the day the holiday is observed. (For example, employees working a 4/10 schedule shall receive holiday pay for an observed holiday based on a 10 hour work day.)

<u>Section 13.08</u> FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 60 hours and a maximum of 40 hours may only be cashed out upon separation (no cash out allowed prior to separation).

<u>Section 13.09</u> END OF YEAR CLOSURE. All full-time represented unit members covered by the terms of this Agreement recognize that the City will close City Hall, Public Works, Municipal Services and Community Services for the workdays between the observed Christmas Eve and New Years' Day holidays (typically 4 days).

Banked floating holiday, vacation, and/or compensatory bank time may be used for days within the period as the End of Year Holiday Closure period. At the department head's discretion, some employees may be required to work some or all of these days based on the operational needs of the City.

ARTICLE 14 OTHER LEAVES

<u>Section 14.01</u> FAMILY LEAVE OF ABSENCE. The City will grant represented unit members leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L 103-3 and/or Government Code Section 12945.2, as applicable.

<u>Section 14.02</u> AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon written recommendation from the employee's department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to the employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's authorized leave of absence. Thereafter, the City shall have no obligation to contribute to an employee's medical health plan, dental and visions or life insurance plan until the employee is reinstated in a permanent position. In no event shall the City contribute toward the employee's dependent health, dental and vision plans. Vacation and sick leave shall not be accrued during an absence without pay.

For any absence without pay beyond thirty (30) calendar days, the employee's anniversary date for any accrual or incremental eligibility contained in this Agreement shall be extended by like amount of time.

<u>Section 14.03</u> LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council or City Manager may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 14.01 of this Article shall apply to extended leave of absence unless specifically authorized otherwise by the City Council.

<u>Section 14.04</u> MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning of such leave.

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment

with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 14.05 JURY DUTY. Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Jury service required on an employee's off-duty day or beyond his/her forty (40) hour work week is not compensable by the City. Jury duty time shall not be considered work time and does not count toward hours worked for the calculation of overtime except that an employee that is called to work outside of his/her normally scheduled work week and after completing jury service may be eligible for overtime pay. The employee must notify his/her department head of the dates of the jury duty upon receipt of the court notice. The employee shall be required to report to work and perform their assigned duties if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled work day. The employee shall be required to pay over to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Upon completion of jury service, the employee shall be responsible for providing proof of jury service upon his/her return to work. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 14.06</u> WITNESS IN COURT. Any represented unit member of the City subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his/her officially assigned duties with the City, shall be granted leave with pay during such time as appearing as a witness. The employee must notify his/her department head of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

<u>Section 14.07</u> BEREAVEMENT LEAVE. On the death of a member of a represented unit member's immediate family; meaning spouse, domestic partner, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, great- grandparent, or great-grand-child, such employee shall be granted bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid bereavement leave for other relative living in the same household. The City Manger's decision regarding any request submitted under this paragraph shall not be subject to the grievance or appeal procedures contained m the City's Personnel Rules and Regulations or m this Agreement.

<u>Section 14.08</u> MANAGEMENT LEAVE. The parties agree that the following exempt classifications shall be granted eighty nine (89) hours of Management Leave with pay each fiscal year (July 1 to June 30): Senior Management Analyst, Community Development Manager, Community Services Manager, and Municipal Services Manager.

Employees hired during the fiscal year period shall have management leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An

Affected Employee shall be allowed to accrue and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

ARTICLE 15 SICK LEAVE

<u>Section 15.01</u> ELIGIBILITY. Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments, preventive care, diagnosis, or for specified purpose (serious health condition, victim of domestic violence, sexual assault or stalking) of a represented unit member or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother, step-sister, domestic partner, grandparent, grandchild, or a designated person. A designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

The City Manager may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family, which includes "designated person." The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and appeal procedures contained in the City's personnel rules and regulations.

Nothing in this Article shall prohibit an employee from using his/her other accrued leave time for purposes of illness or medical appointment.

<u>Section 15.02</u> ACCRUAL. Employees subject to this Agreement shall accrue eight (8) hours of sick leave on the first day of each month except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. There shall be no limitation on accrual.

Newly hired employees in a permanent full-time classification, shall be eligible to begin the monthly accrual provided for herein beginning on the first day of employment at the rate of eight (8) hours of sick leave per month.

Employees leaving the employment with the City for any reason, who have received an advance accrual of sick leave time and who have used said sick leave time at a rate greater than the accrual shall have the amount of sick leave time off used in excess of such rate of accrual deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

<u>Section 15.03</u> **REPORTING OF SICK LEAVE**. At the sole discretion of the City and upon reasonable cause, an employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform his/her immediate supervisor or other supervisor in the department of his/her absence no later than one-half (1/2) hour after the

regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

At the sole discretion of the City, an employee may be required to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

<u>Section 15.04</u> CONVERSION OF ACCRUED SICK LEAVE. After two (2) years of full-time employment with the City, an employee may convert sick leave to compensation in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

Allowable conversion	Criteria for benefit conversion
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year
50% (30 hours)	Less than or equal to 60 hours of Sick Leave used during a Fiscal Year
25% (15 hours)	Less than or equal to 90 hours of Sick Leave used during a Fiscal Year
0% (not eligible)	Greater than 90 hours of Sick Leave used during a Fiscal Year

- 1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
- 2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.
- 3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.
- 4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.

- 5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.
- 6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
- 7. A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.
- 8. Employees hired prior to September 3, 2019 shall continue to participate in this benefit as long as there is available funding. Employees hired on or after September 3, 2019 shall not be eligible for this sick leave conversion benefit.

Section 15.05 SICK LEAVE ON RESIGNATION. Represented unit members with more than five (5) years of full-time employment with the City shall be permitted, at the time of his/her voluntary resignation or layoff from service with the City to convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and eighty-eight (288) hours, to vacation leave and be compensated for such in accordance with Section 12.05, except that an employee hired after July 1, 1993, may convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and fifty (250) hours, to vacation leave and be compensated for such in accordance with Section 12.05. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City while serving in an acting status, payment of the lump sum accrued sick leave converted to vacation leave shall be compensated at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced serving in the acting status.

<u>Section 15.06</u> CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT. Upon voluntary retirement and after a minimum of ten (10) years service, a represented unit member may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining, and a represented unit member may take said hours as paid leave before the effective date of retirement.

ARTICLE 16 INSURANCE AND RELATED BENEFITS

<u>Section 16.01</u> MEDICAL BENEFITS. Medical benefits shall be under the CalPERS medical program.

<u>Section 16.02</u> FLEXIBLE BENEFITS PLAN. The City shall implement a flexible benefit plan and provide a specific dollar amount each month to each eligible employee to use towards the purchase of health benefits, on a pre-tax bases, as follows:

a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City. Employees hired prior to October 18, 2018, may have the option of receiving remaining/ unspent funds as taxable income or cash, after satisfying the benefit enrollment criteria.

Employees hired after October 18, 2018, may have the option of designating remaining/ unspent funds to the employees voluntary deferred compensation account, after satisfying the benefit enrollment criteria. Employees will not receive any cash payout of flexible benefit contributions.

- b. Effective first pay date of January 2024, the Flexible Benefit Contribution shall be increased from One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36) per month to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. (\$1,480.36) per month.
- c. Effective first pay date of January 2025, the Flexible Benefit Contribution per month per full time employee shall be increased from One Thousand Four Hundred Eighty Dollars and Thirty-Six cents (\$1,480.36) per month to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents (\$1,680.36) per month.
- d. Regardless of hire date, increases to the monthly flexible benefit contribution shall have no cash value and shall be used for the purchase of City sponsored health benefit premiums (i.e., medical, dental, vision, and health spending account) only.
- e. Employees hired by the City prior to October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits (medical, dental or vision insurance) shall receive the cash equivalent to the Flexible Benefit Contribution maximum of up to \$1,080.36 per month, in lieu of medical, dental or vision insurance coverage. New employees hired by the City after October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits and have a maximum of up to \$1,080.36 per month of the Flexible Benefit Contribution designated to the employees voluntary deferred compensation account offered by the City account, upon written option from the employee to the Human Resources. New Employees shall not receive cash equivalent in lieu of medical, dental or vision insurance.
- f. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits contribution among the following City sponsored programs:
 - 1. Dependent Insurance
 - 2. Additional Life Insurance
 - 3. Section 125 Program Flexible Spending Account
- g. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable

for "qualified" cafeteria plans, or B) specifically rule or advise on the "qualified" or "Bona Fide" status of the City's Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the "incidental" criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the "qualified" status of the Plan or meet the "incidental" criteria.

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- a. The City shall contribute the full amount of the premium for employee for a \$50,000 term life insurance.
- b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.
- c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

<u>Section 16.03</u> SECTION 125 PROGRAM. (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

<u>Section 16.04</u> DEFERRED COMPENSATION. The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee. In accordance with Section 16.02.d., flexible benefit contributions not used for the purchase of health benefits may be contributed to the employee's deferred compensation account upon written option by the employee to the Human Resources Department.

<u>Section 16.05</u> RETIREE PARTICIPATION. Effective July 1, 1991 retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

On the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Employees retired prior to July 1, 1991 who were covered under the CalPERS medical program shall be entitled to continue participation regardless of years of service.

<u>Section 16.06</u> INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. If a full-time employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work, the City shall continue to make medical insurance contributions in accordance with Section 16-02a for a maximum of six (6) months. The employee may only continue to participate in the same type of benefit plan and level of benefits (employee, employee plus one, or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

<u>Section 16.07</u> INJURED ON DUTY PAY STATUS. Any employee claiming a work related injury or illness while at his/her work place shall be required to report the injury or illness to the employee's supervisor as soon as possible.

- a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.
- b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

The Personnel Officer shall require the employee to be examined by a City-designated physician who shall make a report to the City as to the employee's ability to perform the duties and responsibilities of his/her position.

Such employee will receive workers' compensation disability payments while on temporary disability according to the amounts set by the State of California. During the first three (3) days of time off due to injury, an employee may elect to use accumulated sick leave during this time. An employee unable to work for more than fourteen (14) days due to job related injury will be compensated during the initial three-day "waiting period" according to amounts set by the State of California. Where the employee has elected to use accumulated sick leave during the three-(3) day waiting period, the amount reimbursed by the State for these three (3) days shall be remitted to the City.

An employee may elect to take accumulated hours of sick leave or vacation leave such that, together with the disability pay, total compensation received would equal not more than their regular salary.

Any period of time during which an employee is required to be absent from his/her position by reason of work-related injury or illness for which they are entitled to receive compensation under Division 4 (commencing with Section 3201) of the State Labor Code, will not be considered a break in their continuous service for the purpose of salary adjustments, sick leave, vacation leave or seniority.

<u>Section 16.08</u> MEDICAL BENEFITS TO PART-TIME EMPLOYEES. Part-time employees shall not be eligible to receive medical benefits. Any part-time employees employed with the City prior to July 1, 2006 who have worked more than 1000 hours in a fiscal year shall be eligible for a

One-Hundred Seventy-Five Dollar (\$175) monthly contribution towards health benefit costs Said contribution shall be available as a credit towards total costs, and only if a represented unit member selects any health plan available through the City's programs. Additionally, any Part-time employee who works in excess of seventy (70) hours in a two week period and who selects a health plan from the City's program, shall receive an additional Thirty Dollar (\$30) credit per month towards the cost of said medical insurance coverage.

<u>Section 16.09</u> WELLNESS PROGRAM. Full-time employees may be eligible to receive reimbursement of up to One-Hundred Dollars (\$100) Two-Hundred Dollars (\$200) annually based upon fiscal year for participation in a qualified wellness program. Qualified wellness program may include, but not be limited to, for example – programs focusing on meal delivery portion control such as "Noom," "Fresh & Lean," or "Trifecta," etc., or membership to a gymnasium or fitness program such as "Crossfit." "Weight Watchers", "Jenny Craig", "Nutrisystem", etc., or membership to a gymnasium or fitness program like "Curves". Reimbursement will be made upon receipt of proof of participation - a requirement satisfied by showing enrollment form and payment receipt.

ARTICLE 17 RETIREMENT BENEFIT

<u>Section 17.01</u> CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service
- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012

("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

ARTICLE 18 GRIEVANCES

<u>Section 18.01</u> MATTERS SUBJECT TO GRIEVANCE PROCEDURES. A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing ordinances, rules, regulations, or policies administered by the employee's Department Director or designated authority concerning wages, hours, or other terms and conditions of employment. The solution of any such grievance must be wholly or partially within the province of the City to rectify.

<u>Section 18.02</u> MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES. The following matters are not subject to the grievance procedure:

Employee discipline.

Employee performance evaluations, including denial of a step increase, performance pay increase, and other merit or performance pay issues.

Management of the City generally and issues of City or Department policy.

Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or work force.

Determination of the nature, manner, means, technology and extent of services to be provided to the public.

Types of equipment or technology to be used.

Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

Work assignments and schedules in accordance with requirements as determined by the City.

Establishment, implementation and modification of productivity and performance programs and standards.

Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

Establishment and approved modifications of job classifications.

Determination of standards, policies and procedures for selection, training and promotion of employees.

Establishment, implementation and modification of Departmental organization, supervisory assignments, chains of command and reporting responsibilities.

Levels of compensation, pay and benefits based upon budgetary and fiscal considerations.

<u>Section 18.03</u> FREEDOM FROM REPRISAL. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for filing or participating in a grievance petition.

<u>Section 18.04</u> RESOLUTION. Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive. Any grievance shall be considered resolved if it is not brought forward by the grievant through the grievance steps in the time frame prescribed.

<u>Section 18.05</u> WITHDRAWAL. Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

<u>Section 18.06</u> **RESUBMISSION.** Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

<u>Section 18.07</u> EMPLOYEE REPRESENTATION. If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Director shall be represented by an employee whom the employee may supervise, and no employee shall be represented by a supervisor or Department Director.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

<u>Section 18.08</u> OBEY NOW-GRIEVE LATER. If an employee is given a legitimate order that he/she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others, or if the requested assignment violates the employee's constitutional rights.

<u>Section 18.09</u> INITIATION OF GRIEVANCE PROCEDURE. An employee must initiate the grievance procedure (formal or informal) within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant should, with reasonable diligence have had knowledge of such occurrence, whichever is later.

<u>Section 18.10</u> INFORMAL GRIEVANCE PROCEDURE. Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist.

The employee's immediate supervisor shall provide a decision within five (5) days of the discussion with the employee, or it shall be deemed that the grievance is informally rejected, and that the employee shall have the right to file a formal grievance petition. If the employee is not satisfied with the decision reached through the informal discussion, or if extenuating circumstances exist, the employee shall have the right to file a formal grievance petition.

Section 18.11 FORMAL GRIEVANCE PROCEDURE.

Step I: If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal written grievance to the Department Director within fifteen (15) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived. Copies of any grievances filed at this Step shall be sent to the President of the Majority Representative Employee Organization that represents the employee. If the grievance is against the Department Director, then the employee may proceed directly to Step II.

All grievances shall be submitted in the format prescribed by the Personnel Officer, and no grievance petition shall be accepted until the form is complete. [See Attachment F hereto for agreed upon form.]The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation or policy allegedly violated, and the specific remedies sought.

The Department Director shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor to be present for the meeting. The Department Director will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date.

Step II: If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Personnel Officer within ten (10) working days after the Department Director's decision is received by the employee. The Personnel Officer shall meet with the employee and/or the employee's representative to discuss the grievance and will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. If the grievance is against the Personnel Officer, then the employee may proceed directly to Step III.

Step III: If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) workings days after Personnel Officer's decision is received by the employee. The City Manager shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor and/or Department Director to be present for the meeting. The City Manager will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. The decision of the City Manager shall be final and conclusive.

If a grievance is against the City Manager, then the employee shall file the grievance directly with the City Attorney. The City Attorney shall meet with the employee and/or the employee's representative to discuss the grievance. The City Attorney shall also meet with the City Manager to discuss the grievance. The City Attorney shall then consult with the City Council in closed session regarding the grievance and thereafter render a written decision. The decision of the City Attorney shall be final and conclusive.

<u>Section 18.12</u> TIME LIMITS. Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing. Any grievance petition not carried to the next step by the grievant, within the prescribed time limits, shall be deemed resolved upon the basis of the previous disposition. Any lack of written

response by the City, at any stage, will result in the grievance automatically advancing to the next step.

ARTICLE 19 <u>FULL UNDERSTANDING AND</u> WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

<u>Section 19.01</u> FULL UNDERSTANDING. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this Agreement shall remain in full force and effect, and are specifically not superseded or otherwise affected by this Agreement.

ARTICLE 20 EMERGENCY WAIVER PROVISION

<u>Section 20.01</u> WAIVER GRANTED. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Agreement will be reinstated immediately. Majority Representative Employee Organization shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Agreement during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 21 SEVERABILITY PROVISION

<u>Section 21.01</u> SEVERABILITY DECLARED. Should any provisions of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 22 TERM OF AGREEMENT

<u>Section 22.01</u> TERM ESTABLISHED. The term of this Agreement shall commence on July 1, 2023 July 1,2025, and shall continue in full force and effect until June 30, 2025 June 30, 2028.

ARTICLE 23 RATIFICATION AND EXECUTION

<u>Section 23.01</u> RECOMMENDATION TO COUNCIL AND ADOPTION. The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of

Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on February 15, 2024, June 11, 2025, its members voted to ratify the Tentative Agreement which contains the deal points of this Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

ARTICLE 24 POLYGRAPHS

<u>Section 24.01</u> **PROHIBITION ON POLYGRAPHS**. The City and the Majority Representative Employee Organization agree that the use of polygraphs on members of the LPMME Unit or LCE Unit is prohibited.

ARTICLE 25 RE-OPENERS

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations;
- b. Changes and/or revisions to the City's Employer-Employee Relations Resolution(s).
- c. Impacts of any classification and compensation recommendations.

The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any matters within the scope of representation.

ARTICLE 26 SICK LEAVE FOR PART-TIME EMPLOYEES

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5 and Sections 245.5, 246, and 246.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

<u>Section 26.01</u> ELIGIBILITY. Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

<u>Section 26.02</u> ACCRUAL. Beginning on January 1, 2024, all eligible employees will accrue sick leave at the rate of one hour for every 30 hours worked up to a maximum accrual of 40 hours/5 days per year. An employee shall be eligible to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of 80 hours. In the event a part-time employee's work schedule is such that five (5) work days would exceed 40 hours, such employee shall be provided with five (5) days paid sick leave as required by the Act.

Part-time employees hired prior to January 1, 2024, will carry over any existing banked sick leave up to the prior cap of 48 hours. Such employees may then accrue additional leave, at the rate of 1 hour for 30 hours worked, up to the 80-hour cap.

Section 26.03 USAGE.

- a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:
 - For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member or designated person, including:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in locoparentis.)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild.
 - o Sibling
 - Designated person (a person identified by the employee at the time the employee requests to use paid sick days for that person). Once an employee has requested use of sick leave for a "designated person," the City may prohibit the employee from using sick leave in the same 12-month period for anyone other than that "designated person" who is not a "family member."
 - For a part-time employee who is the victim of domestic violence, sexual assault, or stalking, the purposes described in California Labor Code Sections 230(c) and 230.1(a) (including subsequent amendment.)
- b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable

(e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

<u>Section 26.04</u> NO SICK LEAVE CASHOUT. A part-time employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City. Paid sick leave will not be considered hours worked for purposes of overtime calculation.

<u>Section 26.05</u> CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION. Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of 80 hours.

<u>Section 26.06</u> SEPARATION AND RE-HIRE. If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than 40 hours of sick leave in a single fiscal year.

CITY OF LAWNDALE

Katy Suttorp	Zachery	A.	Lopes,	Chief
Negotiator				

Raylette Felton, Human Resources Director

MAJORITY REPRESENTATIVE EMPLOYEE ORGANIZATION AFSCME LOCAL 1895, AFL-CIO

Bob Adams, Chief Negotiator, Council 36

Jamie Rodriguez Jared Chavez, President

Jack Martin Jamie Rodriguez, Vice President

Claudia Lopez Jack Martin, Bargaining Committee

Nick Petrevski Grace Huizar, Bargaining Committee

Chris Rodgers Gregory Williams, Bargaining Committee

ATTACHMENT A

CITY OF LAWNDALE							
2025-2026 Salary Schedule (6% effective 07/01/2025)							
MID-MANAGEMENT UNIT							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E	
Deputy City Clerk	82	\$6,209	\$6,520	\$6,846	\$7,188	\$7,547	
Assistant Planner	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932	
Grant/Economic Dev Coordinator	90	\$6,724	\$7,060	\$7,413	\$7,783	\$8,173	
Community Services Supervisor	94	\$6,997	\$7,346	\$7,714	\$8,099	\$8,504	
Administrative Analyst	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590	
Assistant Engineer	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590	
Municipal Services Supervisor	101	\$7,501	\$7,876	\$8,270	\$8,684	\$9,118	
Maintenance Supervisor	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394	
Senior Management Analyst	105	\$7,806	\$8,196	\$8,606	\$9,036	\$9,488	
Associate Planner	106	\$7,884	\$8,278	\$8,692	\$9,127	\$9,583	
Associate Engineer	115	\$8,623	\$9,054	\$9,506	\$9,982	\$10,481	
Senior Planner	117	\$8,796	\$9,236	\$9,698	\$10,182	\$10,691	
Cable Television Supervisor	121	\$9,153	\$9,611	\$10,091	\$10,596	\$11,126	
Community Development Manager	128	\$9,813	\$10,304	\$10,819	\$11,360	\$11,928	
Accounting Manager	129	\$9,911	\$10,407	\$10,927	\$11,474	\$12,047	
Municipal Services Manager	133	\$10,314	\$10,830	\$11,371	\$11,940	\$12,537	
Community Services Manager	133	\$10,314	\$10,830	\$11,371	\$11,940	\$12,537	

CITY OF LAWNDALE									
2026-2027 Salary Schedule (5% effective 07/01/2026)									
	MID-MAN	AGEMENT	UNIT						
Current Job Title New Range Step A Step B Step C Step D Step									
Deputy City Clerk	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932			
Assistant Planner	92	\$6,859	\$7,202	\$7,562	\$7,940	\$8,337			
Grant/Economic Dev Coordinator	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590			
Community Services Supervisor	99	\$7,354	\$7,721	\$8,107	\$8,513	\$8,938			
Administrative Analyst	100	\$7,427	\$7,798	\$8,188	\$8,598	\$9,028			
Assistant Engineer	100	\$7,427	\$7,798	\$8,188	\$8,598	\$9,028			
Municipal Services Supervisor	106	\$7,884	\$8,278	\$8,692	\$9,127	\$9,583			
Maintenance Supervisor	109	\$8,123	\$8,529	\$8,955	\$9,403	\$9,873			
Senior Management Analyst	110	\$8,204	\$8,614	\$9,045	\$9,497	\$9,972			
Associate Planner	111	\$8,286	\$8,700	\$9,135	\$9,592	\$10,072			
Associate Engineer	120	\$9,062	\$9,516	\$9,991	\$10,491	\$11,015			
Senior Planner	122	\$9,245	\$9,707	\$10,192	\$10,702	\$11,237			
Cable Television Supervisor	126	\$9,620	\$10,101	\$10,606	\$11,136	\$11,693			
Community Development Manager	133	\$10,314	\$10,830	\$11,371	\$11,940	\$12,537			
Accounting Manager	134	\$10,417	\$10,938	\$11,485	\$12,059	\$12,662			
Municipal Services Manager	138	\$10,840	\$11,382	\$11,951	\$12,549	\$13,176			
Community Services Manager	138	\$10,840	\$11,382	\$11,951	\$12,549	\$13,176			

CITY OF LAWNDALE									
2027-2028 Salary Schedule (4% effective 07/01/2027)									
MID-MANAGEMENT UNIT									
Current Job TitleNew RangeStep AStep BStep CStep DStep D									
Deputy City Clerk	91	\$6,791	\$7,130	\$7,487	\$7,861	\$8,254			
Assistant Planner	96	\$7,137	\$7,494	\$7,869	\$8,262	\$8,675			
Grant/Economic Dev Coordinator	99	\$7,354	\$7,721	\$8,107	\$8,513	\$8,938			
Community Services Supervisor	103	\$7,652	\$8,035	\$8,436	\$8,858	\$9,301			
Administrative Analyst	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394			
Assistant Engineer	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394			
Municipal Services Supervisor	110	\$8,204	\$8,614	\$9,045	\$9,497	\$9,972			
Maintenance Supervisor	113	\$8,453	\$8,875	\$9,319	\$9,785	\$10,274			
Senior Management Analyst	114	\$8,537	\$8,964	\$9,412	\$9,883	\$10,377			
Associate Planner	115	\$8,623	\$9,054	\$9,506	\$9,982	\$10,481			
Associate Engineer	124	\$9,430	\$9,902	\$10,397	\$10,917	\$11,463			
Senior Planner	126	\$9,620	\$10,101	\$10,606	\$11,136	\$11,693			
Cable Television Supervisor	130	\$10,011	\$10,511	\$11,037	\$11,588	\$12,168			
Community Development Manager	137	\$10,733	\$11,269	\$11,833	\$12,424	\$13,046			
Accounting Manager	138	\$10,840	\$11,382	\$11,951	\$12,549	\$13,176			
Municipal Services Manager	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711			
Community Services Manager	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711			

ATTACHMENT B

CITY OF LAWNDALE								
2025-2026 Salary Schedule (6% effective 07/01/2025)								
CLASSIFIED UNIT (CL)								
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E		
Senior Nutrition Specialist	14	\$3,156	\$3,314	\$3,480	\$3,654	\$3,837		
Maintenance Worker I	48	\$4,427	\$4,648	\$4,881	\$5,125	\$5,381		
Municipal Services Officer I	48	\$4,427	\$4,648	\$4,881	\$5,125	\$5,381		
Transit Operator	50	\$4,516	\$4,742	\$4,979	\$5,228	\$5,489		
Maintenance Worker II	60	\$4,988	\$5,238	\$5,500	\$5,775	\$6,063		
Accounting Specialist	61	\$5,038	\$5,290	\$5,555	\$5,832	\$6,124		
Building Permit Specialist	67	\$5,348	\$5,616	\$5,896	\$6,191	\$6,501		
Municipal Services Officer II	68	\$5,402	\$5,672	\$5,955	\$6,253	\$6,566		
Office /Personnel Assistant	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632		
Administrative Assistant II	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632		
Recreation Coordinator	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632		
Community Services Coordinator	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632		
Accounting / Payroll Specialist	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832		
Maintenance Worker III	76	\$5,849	\$6,142	\$6,449	\$6,771	\$7,110		
Code Enforcement Officer I	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473		
Engineering Technician	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473		
Public Works Inspector	82	\$6,209	\$6,520	\$6,846	\$7,188	\$7,547		
Code Enforcement Officer II	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932		
Executive Assistant	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590		
PART	-TIME EN	MPLOYEES	HOURLY (PT)				
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E		
Delivery Worker	11	\$17.67	\$18.56	\$19.49	\$20.46	\$21.48		
Recreation Leader	11	\$17.67	\$18.56	\$19.49	\$20.46	\$21.48		
Senior Recreation Leader	14	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13		
CATV Production Assistant	43	\$24.30	\$25.52	\$26.79	\$28.13	\$29.54		
Office Assistant	46	\$25.04	\$26.29	\$27.60	\$28.98	\$30.43		
Maintenance Worker I	48	\$25.54	\$26.82	\$28.16	\$29.57	\$31.04		
Municipal Services Officer I	48	\$25.54	\$26.82	\$28.16	\$29.57	\$31.04		
Transit Operator	50	\$26.05	\$27.36	\$28.72	\$30.16	\$31.67		
CATV Production Assistant II	53	\$26.84	\$28.19	\$29.59	\$31.07	\$32.63		
Emergency Preparedness Coordinator	59	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64		
Municipal Services Officer II	68	\$31.16	\$32.72	\$34.36	\$36.08	\$37.88		
Code Enforcement Officer I	81	\$35.47	\$37.24	\$39.10	\$41.06	\$43.11		
Associate Planner	106	\$45.48	\$47.76	\$50.15	\$52.65	\$55.29		

CITY OF LAWNDALE							
2026-2027 S	2026-2027 Salary Schedule (5% effective 07/01/2026)						
CLASSIFIED UNIT (CL)							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E	
Senior Nutrition Specialist	19	\$3,317	\$3,483	\$3,657	\$3,840	\$4,032	
Maintenance Worker I	53	\$4,653	\$4,885	\$5,130	\$5,386	\$5,655	
Municipal Services Officer I	53	\$4,653	\$4,885	\$5,130	\$5,386	\$5,655	
Transit Operator	55	\$4,746	\$4,984	\$5,233	\$5,494	\$5,769	
Maintenance Worker II	65	\$5,243	\$5,505	\$5,780	\$6,069	\$6,373	
Accounting Specialist	66	\$5,295	\$5,560	\$5,838	\$6,130	\$6,436	
Building Permit Specialist	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832	
Municipal Services Officer II	73	\$5,677	\$5,961	\$6,259	\$6,572	\$6,901	
Office /Personnel Assistant	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970	
Administrative Assistant II	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970	
Recreation Coordinator	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970	
Community Services Coordinator	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970	
Accounting / Payroll Specialist	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181	
Maintenance Worker III	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473	
Code Enforcement Officer I	86	\$6,461	\$6,784	\$7,124	\$7,480	\$7,854	
Engineering Technician	86	\$6,461	\$6,784	\$7,124	\$7,480	\$7,854	
Public Works Inspector	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932	
Code Enforcement Officer II	92	\$6,859	\$7,202	\$7,562	\$7,940	\$8,337	
Executive Assistant	100	\$7,427	\$7,798	\$8,188	\$8,598	\$9,028	
PART-	TIME EMP	LOYEES H	OURLY (PT)			
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E	
Delivery Worker	16	\$18.58	\$19.50	\$20.48	\$21.50	\$22.58	
Recreation Leader	16	\$18.58	\$19.50	\$20.48	\$21.50	\$22.58	
Senior Recreation Leader	19	\$19.14	\$20.10	\$21.10	\$22.16	\$23.26	
CATV Production Assistant	48	\$25.54	\$26.82	\$28.16	\$29.57	\$31.04	
Office Assistant	51	\$26.31	\$27.63	\$29.01	\$30.46	\$31.98	
Maintenance Worker I	53	\$26.84	\$28.19	\$29.59	\$31.07	\$32.63	
Municipal Services Officer I	53	\$26.84	\$28.19	\$29.59	\$31.07	\$32.63	
Transit Operator	55	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28	
CATV Production Assistant II	58	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29	
Emergency Preparedness Coordinator	64	\$29.95	\$31.45	\$33.02	\$34.67	\$36.40	
Municipal Services Officer II	73	\$32.75	\$34.39	\$36.11	\$37.92	\$39.81	
Code Enforcement Officer I	86	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	
Associate Planner	111	\$47.80	\$50.19	\$52.70	\$55.34	\$58.11	

CITY OF LAWNDALE								
2027-2028 Salary Schedule (4% effective 07/01/2027)								
CLASSIFIED UNIT (CL)								
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E		
Senior Nutrition Specialist	23	\$3,452	\$3,625	\$3,806	\$3,996	\$4,196		
Maintenance Worker I	57	\$4,842	\$5,084	\$5,338	\$5,605	\$5,885		
Municipal Services Officer I	57	\$4,842	\$5,084	\$5,338	\$5,605	\$5,885		
Transit Operator	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003		
Maintenance Worker II	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632		
Accounting Specialist	70	\$5,510	\$5,786	\$6,075	\$6,379	\$6,698		
Building Permit Specialist	76	\$5,849	\$6,142	\$6,449	\$6,771	\$7,110		
Municipal Services Officer II	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181		
Office /Personnel Assistant	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253		
Administrative Assistant II	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253		
Recreation Coordinator	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253		
Community Services Coordinator	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253		
Accounting / Payroll Specialist	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473		
Maintenance Worker III	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776		
Code Enforcement Officer I	90	\$6,724	\$7,060	\$7,413	\$7,783	\$8,173		
Engineering Technician	90	\$6,724	\$7,060	\$7,413	\$7,783	\$8,173		
Public Works Inspector	91	\$6,791	\$7,130	\$7,487	\$7,861	\$8,254		
Code Enforcement Officer II	96	\$7,137	\$7,494	\$7,869	\$8,262	\$8,675		
Executive Assistant	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394		
PART-	TIME EN	IPLOYEES	HOURLY (P	(T)				
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E		
Delivery Worker	20	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50		
Recreation Leader	20	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50		
Senior Recreation Leader	23	\$19.92	\$20.91	\$21.96	\$23.05	\$24.21		
CATV Production Assistant	52	\$26.58	\$27.91	\$29.30	\$30.77	\$32.30		
Office Assistant	55	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28		
Maintenance Worker I	57	\$27.93	\$29.33	\$30.80	\$32.34	\$33.95		
Municipal Services Officer I	57	\$27.93	\$29.33	\$30.80	\$32.34	\$33.95		
Transit Operator	59	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64		
CATV Production Assistant II	62	\$29.36	\$30.83	\$32.37	\$33.99	\$35.68		
Emergency Preparedness Coordinator	68	\$31.16	\$32.72	\$34.36	\$36.08	\$37.88		
Municipal Services Officer II	77	\$34.08	\$35.79	\$37.58	\$39.46	\$41.43		
Code Enforcement Officer I	90	\$38.79	\$40.73	\$42.77	\$44.90	\$47.15		
Associate Planner	115	\$49.75	\$52.23	\$54.84	\$57.59	\$60.47		

ATTACHMENT C

AFSCME 2023-2025 2025-2028 MOU

ATTACHMENT "C"

4/10 Work Schedule

Components of the 4/10 Work Program are as follows:

- Workdays Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period. This provision does not apply to the Public Works Department: Maintenance Field Operations and Inspection
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Public Works Department: Maintenance Field Operations and Inspection services provide coverage 7 days per week, with full-time employees working a staggered four (4) day work week (some with flexed hours), five (5) days per week (Monday through Friday), standard work hours of 6:00 am to 4:30 pm, with a half hour unpaid lunch break. A minimum of three (3) Maintenance Workers shall be on duty on the days of reduced staffing. Full-time Maintenance Worker assigned to the Community Center will continue to work the 5/40 work schedule and the part-time weekend Maintenance Workers assigned to graffiti removal and Community Center schedules will remain the same. The workday, after hour, and weekend coverage shall be maintained in case of emergencies, in compliance with the Standby Pay provision outlined and introduced in Section 08.05 and as established in the department's Standby Emergency Overtime Procedures. Additional flex schedules, assignments, and/or shifts may be needed to accommodate the work assignment and/or supervision of shifts and will be determined by Department Director. The Department Director may establish leave request parameters, such as minimum advance timing and limitation on overlapping leave requests and may disapprove leave requests based on operational needs. The Department Director to provide a detailed schedule.
- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.

- Vacation is earned based on years of employment, as outline in Section 12.02).
- Sick Leave is earned in 10-hour increments.
- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive the single Floating Holiday as set forth in Section 13.01.
- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Friday holiday is observed on the actual holiday for Tuesday through Friday 4/10 schedule. If a City holiday falls on a Sunday, the following Monday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Tuesday through Friday 4/10 schedule will receive a floating holiday.
- Holidays are earned/accrued in 10-hour increments.
- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Friday, then he or she is credited with a floating holiday.
- Use of floating holidays is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.
- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately, that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to, working 5/40 type schedules.

ATTACHMENT D

ATTACHMENT "D"

9/80 Alternative work schedule

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

- The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
- 2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
- 3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday]
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

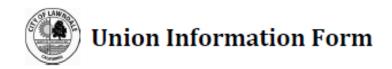
A sample depiction of a 9/80 work schedule is as follows:

*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

- 5. Sick leave and holidays are earned in 9 hour increments.
- 6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
- 7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday).
- 8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
- 9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
- 10. 10. Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks, facility rental, senior services programs, etc. will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

ATTACHMENT E



The City is required by law to provide exclusive employee organizations, and/or any labor organization seeking representation rights, with the name, job title, department, work location, work phone, home phone, personal cell phone, personal email address and home address of newly hired employees within 30 days of hire or by the first pay period of the month, and for all employees in the bargaining unit at least every 120 days. (Gov. Code § 3555 to 3559)

. . .

Union/ Association:

EMPLOYEE EMPLOYMENT INFORMATION

Name:

Position/Title

Department/ Division:

Work Phone:

EMPLOYEE PERSONAL CONTACT INFORMATION

Home Address:	
Home Phone:	Personal Cell Phone:
Personal Email:	Date of Birth
number, personal cell phone, personal em employee's right to privacy in compliance and 6254.3) If you wish to opt out of the d information above.	at certain information (home address, home telephone ail address, or birth date) not be disclosed, observing an with California Public Records Act. (Gov. Code §6253.2 isclosure as described, please indicate so by omitting the
Employee Signature:	
Date:	
HR009242018	

ATTACHMENT F

CITY OF LAWNDALE FORMAL GRIEVANCE FOR	GRIEVANCE LEVEL DECISION DATE STEP I – DEPT. HEAD STEP II – PERS. OFFICER. STEP III – CITY MANAGER
STEP I- FORM	IAL WRITTEN GRIEVANCE
EMPLOYEE NAME:	CLASSIFICATION:
DEPARTMENT:	IMMEDIATE SUPERVISOR:
EMPLOYEE ORGANIZATION:	DATE:
STATEMENT OF GRIEVANCE/ FACTS:	
CITE SPECIFIC SECTION OF MOU, RESOLUTION, RULES, F	REGULATION OR POLICY ALLEGED TO HAVE BEEN VIOLATED:
REMEDY REQUESTED:	
Did you present grievance to your immediate supervise	or through informal grievance process?
Did you present grievance to your immediate supervise	
Did you present grievance to your immediate supervise If so, when? Was the resp EMPLOYEE'S SIGNATURE	ponse acceptable?
Did you present grievance to your immediate superviso If so, when? Was the resp EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if spplicable)	DATE
Did you present grievance to your immediate supervise If so, when? Was the resp EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if applicable) THIS SECTION TO BE C	DATE
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Did you present grievance to your immediate supervise If so, when? Was the resp EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if applicable) THIS SECTION TO BE C	DATE DATE DATE DATE DATE
Did you present grievance to your immediate supervise If so, when? Was the resp EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if applicable) THIS SECTION TO BE C	DATE DATE DATE DATE DATE



CITY OF LAWNDALE FORMAL GRIEVANCE FORM

GRIEVANCE LEVEL	DECISION DATE
STEP I – DEPT. HEAD	
STEP II - PERS. OFFICER.	
STEP III – CITY MANAGER	

STEP II- FORMAL GRIEVANCE

ECEIVED BY:		DATE:	
PERSONNEL OFFICER RESPON	ISE:		
PERSONNEL OFFICER SIGNATU	0 E	DATE	
PERSONNEL OFFICER SIGNATO	KE:	DATE	
	STEP III FOD	MAL GRIEVANCE	
	STEP III- FOR	MAL ONEVANCE	
		ED BY CITY MANAGER OR DESIGNEE	
ECEIVED BY:			
ECEIVED BY:		ED BY CITY MANAGER OR DESIGNEE	
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		ED BY CITY MANAGER OR DESIGNEE	
CITY MANAGER RESPONSE:		ED BY CITY MANAGER OR DESIGNEE	
ECEIVED BY:		ED BY CITY MANAGER OR DESIGNEE DATE:	
CITY MANAGER RESPONSE:		ED BY CITY MANAGER OR DESIGNEE DATE:	PAGE

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ATTACHMENT B

RESOLUTION NO. CC-2506-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING THE 2025-2028 MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895

WHEREAS, the City of Lawndale is a general law city and a public agency as defined in Government Code Section 3501(c) ("City"); and

WHEREAS, the American Federation of State, County and Municipal Employees, Council 36, Local 1895 ("AFSCME"), is the joint, majority representative employee organization for both of the City's previously recognized employee bargaining units, the Lawndale Professional and Mid-Management Employees Unit and the Lawndale Classified Employees Unit and is a recognized employee organization within the meaning of Government Code Section 3501(b); and

WHEREAS, the current three-year Memorandum of Understanding between the City and AFSCME had an effective date of July 1, 2023, and set to expire on June 30, 2025; and

WHEREAS, representatives of the City and representatives of AFSCME met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of AFSCME for fiscal years 2025-2028; and

WHEREAS, on June 11, 2025, members of AFSCME ratified the 2025-2028 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.

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

SECTION 1. That, pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2025 – June 30, 2028" ("2023-2025 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit "A", were reached by representatives of the City and AFSCME, representatives of the City and AFSCME have jointly prepared the 2025-2028 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of AFSCME.

SECTION 2. That the 2025-2028 Memorandum of Understanding, which has been approved by AFSCME, is hereby adopted by the City of Lawndale for fiscal years 2025-2028.

SECTION 3. That all provisions contained in the 2025-2028 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between AFSCME and the City.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2025.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)County of Los Angeles)SSCity 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-2506-031 at a regular meeting of said Council held on the 16th day of June, 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT "A"

Memorandum of Understanding between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2025 – June 30, 2028"

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAWNDALE AND LOCAL 1895, COUNCIL 36, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2025 – JUNE 30, 2028

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ARTICLE 01 RECOGNITION OF THE ORGANIZATION

<u>Section 01.01</u> UNIT & UNION RECOGNITION. For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "Agreement"), the Meyers-Milias-Brown Act, Government Code Sections 3500, *et seq*, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Lawndale (hereinafter referred to as the "City") hereby affirms its recognition of Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to, along with any successor organizations, as the "Majority Representative Employee Organization"), as the exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "LPMME Unit," and as the recognized exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "B" hereto (hereinafter referred to as the "LCE Unit."

<u>Section 01.02</u> FILING OF PETITIONS. This Agreement shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation units during the term of this Agreement; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said Agreement.

Section 01.03 PART-TIME EMPLOYEE STATUS. This Agreement affirms that all part-time employees of the City remain at-will and are thus not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein. Part-time employees may be discharged by the appointing authority at any time with or without notice or cause. In addition, part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all part-time employees subject to this Agreement may terminate their employees serve at the pleasure of the City Manager and no provision of this Agreement shall be deemed to confer upon any part-time employees any property rights in employment by the City.

ARTICLE 02 NON-DISCRIMINATION PLEDGE

<u>Section 02.01</u> EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all represented unit members to join and/or participate in protected employee organization activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, *et seq*.

<u>Section 02.02</u> ANTI-DISCRIMINATION STATEMENT. The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, political or religious opinions or affiliations of any person or employee organization membership as defined by State and Federal law.

The City and the Majority Representative Employee Organization shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws. All other Articles of this Agreement shall remain the same.

<u>Section 02.03</u> EMPLOYEE SAFETY. The City shall equitably apply all laws regarding workrelated injuries. The City and the Majority Representative Employee Organization shall utilize a City safety committee to address employee safety concerns.

ARTICLE 03 <u>CITY MANAGEMENT RIGHTS RESERVED</u>

<u>Section 03.01</u> RESERVED MANAGEMENT RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this Agreement or by law, to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;
- i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;

- k. To establish and modify productivity and performance programs and standards for City operations;
- 1. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees; and
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

<u>Section 03.02</u> IMPACT OF CITY MANAGEMENT RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management rights shall impact upon represented employees, the City agrees to meet and confer in good faith with representatives of the Majority Representative Employee Organization regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement. By agreeing to meet and confer with the Majority Representative Employee Organization as to the impact of the exercise of any of the foregoing management rights, it shall not diminish the City's discretion in the exercise of those rights.

ARTICLE 04 EMPLOYEE ORGANIZATION RIGHTS

<u>Section 04.01</u> DUES DEDUCTION. The Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative

Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year). The City shall remit the total amount of deductions to the Majority Representative Employee Organization within thirty (30) days of the date of the deduction. Any changes in the Majority Representative Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

<u>Section 04.02</u> MAINTENANCE OF MEMBERSHIP. Any employees in the LCE or LPMME Units who have authorized the Majority Representative Employee Organization dues deductions on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any requests to revoke or change membership deductions must be referred to the Majority Representative Employee Organization.

<u>Section 04.03</u> PEOPLE DEDUCTION. The City agrees to deduct from the wages of any employee who is a member of the Majority Representative Employee Organization an AFSCME PEOPLE deduction as per a written authorization provided by the affected employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Majority Representative Employee Organization. The City agrees to remit any deductions made pursuant to this provision to the Majority Representative Employee Organization within a reasonable time frame together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

<u>Section 04.04</u> INDEMNIFICATION OF CITY. Majority Representative Employee Organization shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with Section 04.01 Dues Deduction, Section 4.02 Maintenance of Membership, and Section 4.03 PEOPLE Deduction. AFSCME specifically agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

<u>Section 04.05</u> REPRESENTATIVES' RIGHTS. The Majority Representative Employee Organization may select a total of four (4) representatives for the LPMME Unit and five (5) for the LCE Unit, with no more than two (2) representatives from any one department of the City representing either unit at the same time. The Majority Representative Employee Organization shall give to the City a written list of employees who have been selected as representatives. The Majority Representative Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented unit member's work place on employee organization business, the representative shall obtain permission from the employee's department head. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Majority Representative Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Majority Representative Employee Organization.

<u>Section 04.06</u> INCREASED COMMUNICATION BETWEEN PARTIES. The City might reasonably expect that the Majority Representative Employee Organization would report the results of any meeting wherein employees have been permitted to participate on City time in their role as representatives. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

<u>Section 04.07</u> ALLOWED TIME FOR REPRESENTATIVES. The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absence from the assigned work being approved by the employee's department head with permission being granted promptly unless such absence would cause an undue interruption of work.

<u>Section 04.08</u> ACCESS TO NEW HIRES AND EMPLOYEE INFORMATION. The City will notify the Majority Representative Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Majority Representative Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Majority Representative Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Majority Representative Employee Organization President and the designated Business Representative from AFSCME District Council 36 a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Majority Representative Employee Organization with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Majority Representative Employee Organization with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed. [See Attachment E hereto for agreed upon form.]

ARTICLE 05 NO STRIKE - NO LOCKOUT PLEDGE

<u>Section 05.01</u> EMPLOYEE ORGANIZATION PROHIBITED CONDUCT. The Majority Representative Employee Organization, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline pursuant to Article 03. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

<u>Section 05.02</u> CITY PROHIBITED CONDUCT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

<u>Section 05.03</u> EMPLOYEE ORGANIZATION RESPONSIBILITY. In the event that the Majority Representative Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Majority Representative Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If Majority Representative Employee Organization acts in good faith to meet its responsibilities as set forth above, then Majority Representative Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Agreement.

<u>Section 05.04</u> CITY RIGHTS. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against

the Majority Representative Employee Organization, its officers, agents, representatives or members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

ARTICLE 06 PROBATIONARY PERIOD

<u>Section 06.01</u> INITIAL PROBATION PERIOD. Every person receiving an appointment to the competitive service, which has not been designated as temporary, shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the employee's department head, the probationary period may be extended for not more than an additional six (6) months.

Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION

- a. <u>Regular Employee</u>. A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04.)
- b. <u>Probationary Employee</u>. A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.
- c. <u>Acting Status Employee</u>. An employee serving in an "acting" position within a higher classification who is promoted to that higher classification, may have all or a portion of the time spent in an "acting" position considered as a part of the probationary period for the higher classification, at the discretion of the City Manager.

<u>Section 06.03</u> PERMANENT STATUS. An employee shall attain permanent status in the class upon successful completion of the probationary period.

ARTICLE 07 WAGE AND SALARY POLICY

<u>Section 07.01</u> BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all represented unit members who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachments "A" & "B" hereto.

<u>Section 07.02</u> SALARY AND WAGE SCHEDULES. Salary tables effective July 1, 2025, through June 30, 2028, for employees covered by this Agreement are listed in Attachments A & B hereto and reflect the following:

- a. A cost-of-living increase of six (6%) percent to the previously published salary ranges effective July 1, 2025, through June 30, 2026.
- b. A cost-of-living increase of five (5%) percent effective July 1, 2026, through June 30, 2027.
- c. A cost-of-living increase of four (4%) percent effective July 1, 2027, through June 30, 2028.

<u>Section 07.03</u> ADMINISTRATION OF BASIC COMPENSATION PLAN. Where indicated, the compensation ranges and steps contained in the attached salary schedules are monthly compensation rates. The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

<u>Section 07.04</u> BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the department head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D" or "E", depending on the employee's qualifications.

<u>Section 07.05</u> SERVICE. The word "service," as used in this Agreement shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the employee's department head and approved by the City Manager.

<u>Section 07.06</u> ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

- a. <u>Service Advancement.</u> After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.
- b. <u>Merit Advancement.</u> An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as

required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

- 1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
- 2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.
- c. <u>Outstanding Merit Advancement.</u> In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.
- d. <u>Length of Service Required When Advancement is Denied.</u> When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.
- e. <u>"Y" Rating.</u> When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

<u>Section 07.07</u> SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS. All newly hired or promoted employees who begin at the minimum salary step of a given salary range shall receive a salary increase based on merit, as recommended by the employee's department head and approved by the City Manager, in accordance with the steps and corresponding time periods specified below:

SALARY STEP	EMPLOYEE ELIGIBLE FOR:
А	Newly hired employee.
В	After six (6) months of full-time employment and an above standard initial evaluation.
В	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.
С	After one and one-half (1 1/2) years of full-time employment.
D	After two and one-half (2 1/2) years of full-time employment.
E	After three and one-half $(3 1/2)$ years of full-time employment.

Notwithstanding the time periods specified above, a newly hired or promoted employee entering a range on a step higher than Step "A" will be eligible for review and salary increase one (1) year from date of hire or promotion, and at future yearly intervals based upon the employee's anniversary date.

An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required by this Agreement and pursuant to procedures outlined in the City's Personnel Rules and Regulations. Advancements to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

- a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
- b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the employee's department head may recommend to the City Manager that said employee be advanced to a higher step without regard to this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such advancement.

All merit step salary increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement,

the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

<u>Section 07.08</u> REDUCTION IN SALARY STEPS. An employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the employee's department head with the approval of the City Manager. Procedures for review and recommendation for such reduction shall be the same as outlined for merit advancements in Section 07.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (b) of Section 07.06.

<u>Section 07.09</u> COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range, unless otherwise determined by the City Manager. The schedule for eligibility for increases as stated in Section 07.07 of this Article shall apply for such employees.

<u>Section 07.10</u> COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the procedures and schedule set forth in Sections 07.06 and 07.07 of this Article as if the employee was originally employed in the new classification range.

<u>Section 07.11</u> COMPENSATION ON TRANSFER. When an employee is transferred within a department or between departments, or from one position to another position in the same class with similar duties and qualifications, the employee shall remain at his/her same Step and level of compensation. If necessary, the employee shall be "Y" rated as provided for in Section 07.06 (e).

<u>Section 07.12</u> COMPENSATION ON LAYOFF. Personnel Rule 3.55 is clarified with regard to pay for part-time employees laid off given less than two weeks notice. In such circumstances, the City shall calculate pay for the difference between the date of layoff and two (2) weeks notice as follows. Part-time employees working on average 20 or less hours a week over the preceding three months shall be paid four (4) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working less than 30 but greater than 20 hours a week on average over the preceding three months shall be paid six (6) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working on average 30 or more hours over the preceding three months shall be paid eight (8) hours for each day's difference between the date of layoff and two weeks notice.

<u>Section 07.13</u> LONGEVITY PAY. Any represented members having completed five (5) full years of service with the City shall receive an annual lump sum payment of three hundred dollars (\$300), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed ten (10) full years of service with the City shall receive an annual lump sum payment of six hundred dollars (\$600), which shall be paid on the first Payroll following the

employee's anniversary date. Any represented members having completed fifteen (15) full years of service with the City shall receive an annual lump sum payment of nine hundred dollars (\$900), which shall be paid on the first Payroll following the employee's anniversary date.

<u>Section 07.14</u> BILINGUAL PAY. The City Council shall offer bilingual pay of an additional forty-five dollars (\$45) per pay period to those full-time employees whom prove proficient in either Spanish or American Sign Language, and are required to use such languages during the course of city business. Any part-time employee receiving bilingual pay prior to July 1, 2006 shall continue to be eligible to receive this bonus pay.

<u>Section 07.15</u> SHIFT DIFFERENTIAL. Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential pay to be paid in addition to the employee's regular salary. Said shift differential shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between 5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 07.16</u> ACTING PAY. An employee appointed by the City Manager to serve in an "acting" position for a classification other than such employee's regular classification for a period exceeding fifteen (15) consecutive working days as a result of authorized leave by another employee, or exceeding ten (10) consecutive working days resulting from a vacancy due to separation, shall receive a compensation that is the greater of either five percent (5%) of the employee's current compensation, or Step "A" of the acting classification.

Section 07.17 FLEXTIME. In order to meet special work schedule requirements, a flextime schedule may be worked for any given day or consecutive work days, with the prior mutual concurrence of the employee, the employee's department head and the City Manager. Such flextime shall allow for differing work days and/or arrival and departure times on given work days provided that the employee works not less than forty (40) hours within their defined workweek. Any hours worked beyond forty (40) in an employee's workweek shall be considered over-time, and be compensated accordingly. Any long-term schedule change to meet extraordinary conditions shall be placed in writing and signed by the employee, the department head, and the City Manager. This Section may be modified and superseded by the requirements of specific work schedules, including the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 07.18</u> WORK SCHEDULES. For all employees covered by this Agreement, it is expected that they work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The City has adopted several work schedules, including a standard 5/40 (5 days/40 hours) schedule, a 9/80 (9 days/80 hours) schedule, and a 4/10 (4 days/40 hours) work schedule. These work schedules shall be subject to change upon the required meet and confer between the parties. The specific components of the 4/10 work schedule are set forth in Attachment "C" and the 9/80 work schedule are set forth in Attachment "D" hereto.

The 9/80 work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four nine (9) hour days per week and one eight (8) hour work day every other week. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period to the work day. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of the week as their alternating

regular day off, in such a manner that the workweek does not exceed 40 hours. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on Friday (with thirty (30) minutes for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate day off to Thursday or any other day). Specific components of the 9/80 alternative work schedule are set forth in Attachment "D".

The 4/10 work schedule consists of four (4) ten (10) hour shifts each work week, either Monday through Thursday, or Tuesday through Friday, as determined by the Department Director. The workweek for employees assigned to a 4/10 schedule is defined as seven (7) consecutive 24-hour periods beginning at midnight on day one and ending at 11:59 p.m. on day seven (7). Specific components of the 4/10 alternative work schedule are set forth in Attachment "C".

For work schedules other than the 9/80 schedule and 4/10 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

<u>Section 07.19</u> MEAL BREAKS AND REST PERIODS. The City will provide a one-hour (1) meal break, without pay, and two paid fifteen (15) minute rest periods per work shift except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with meal breaks or other rest periods.

<u>Section 07.20</u> MEAL BREAKS AND REST PERIODS- PART TIME EMPLOYEES. The City will provide part-time employees meal breaks and rest periods in the following amounts, based on the number of hours worked in a single day:

- 3 hours or less no rest break.
- 4 hours one 10-minute rest break.
- 5 hours one 15 rest minute break.
- 6 hours two 10-minute rest breaks.
- 7 8 hours two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

All breaks must be taken on-site, with the exception of the unpaid meal break.

<u>Section 07.21</u> ECONOMIC LAY OFF. If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Majority Representative Employee Organization that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the

employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Reductions in work force for reasons other than solely economic reasons shall continue to observe the order of layoff set forth in Personnel Rule 3.55.10. Notwithstanding Personnel Rule 3.55.05, it is further agreed by the City and the Majority Representative Employee Organization that where the City Manager determines that a reduction in personnel is necessary for economic reasons, employees shall have "bumping" rights based upon service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Any employee serving in a higher classification in a classification family will be credited for time served in the higher classification when bumped to a lower classification for determination of bumping rights.

<u>Section 07.22</u> DIRECT DEPOSIT. Employees shall receive their bi-weekly compensation through the City's direct deposit program. Employees are encouraged to utilize the City's ability to "direct deposit" paychecks to the bank or credit union of the employee's choice.

ARTICLE 08 OTHER WAGE AND HOURLY BENEFITS

Section 08.01 OVERTIME WORKED. All time worked by a represented unit member beyond his/her regular work day or beyond the forty (40) hours in the employee's workweek, shall be compensated, at the election of the represented unit member, with cash payment based on one and one-half (1-1/2) times the regular rate of pay or by the accumulation of compensatory time as provided in Section 08.02 below. Overtime shall not include hours not actually worked, including vacation, sick leave, jury duty, floating holiday, compensatory time off; overtime of ten (10) minutes or less; or voluntary early reporting. All overtime worked by non-exempt employees must be pre-approved and reported to the City. Non-exempt employees are not permitted to work uncompensated overtime. Any unapproved overtime worked will be paid but the employee and/or supervisor may be subject to discipline for working overtime without the required approval.

<u>Section 08.02</u> COMPENSATORY TIME. As an alternative to overtime compensation specified in Section 08.01 above, represented unit members shall be eligible to earn compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked beyond his/her regular work period as specified in Section 07.18 above. The amount of outstanding compensatory time earned shall not exceed one hundred fifty (150) hours at any given time. When a represented unit member has reached the maximum of one hundred fifty (150) hours of compensatory time earned, all overtime worked subsequent thereto time shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below one hundred fifty (150) hours.

Upon termination of employment, a represented unit member shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

The dates of compensatory time leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider whether the request unduly disrupts the operations of that department. All compensatory time shall be taken in minimums of at least one-half (1/2) hour increments whenever possible.

<u>Section 08.03</u> CALL BACK COMPENSATION. Represented unit members called back to work, outside their normal working hours, shall be paid a minimum of two (2) hour's compensation at the overtime rate. Call back is considered an employee's unexpected return to work due to an unanticipated work requirement resulting from an order to report/ return to work. A represented unit member shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work shift, and having left his/her work location. Call back shall not apply to situations where an employee is called in to start a work shift early or asked to stay after their normal shift ends.

<u>Section 08.04</u> FLSA EXEMPT STATUS. The City continues to designate the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt from overtime for FLSA purposes. The parties acknowledge and agree that the following classifications shall be exempt from overtime:

- a. Community Development Manager
- b. Community Services Manager
- c. Municipal Services Manager
- d. Senior Management Analyst

<u>Section 08.05</u> AFTER HOUR CALLS. Employees who may receive and respond to calls after work hours, shall log the time spent on each call and submit the signed log with their timesheets to their immediate supervisor for review and processing.

<u>Section 08.06</u> STAND-BY PAY FOR MAINTENANCE OPERATIONS ELIGIBLE EMPLOYEES ON THE 4/10 WORK SCHEDULE. Employees authorized by the City Manager, department director or designee to be available for return to work on an on-call basis during nonwork hours will receive \$175 per week, for seven (7) consecutive days of standby. If an employee assigned to standby fails to respond when contacted, then the employee may be removed from the Standby List. Standby is not considered time worked and not subject to overtime under FLSA.

Employees on Standby status shall be required to carry a functioning cell phone and be available to answer all standby calls or return such calls within thirty (30) minutes. If it is determined that the employee must report to work, the employee must respond on scene within one hour of completion of the call. Employees on standby, when ordered to return to work, will be covered by Section 08.03 above. Employees assigned to standby shifts must document their standby week and actual time worked on the appropriate over-time forms and submit completed forms, with their timesheets, to their immediate supervisor for review and approval.

The City will follow the previously established Standby Emergency Overtime Procedures when assigning standby assignments. However, should it be determined that an insufficient number of employees have voluntarily signed up for the standby assignment, the Department Director shall have the ability to assign standby duty on a rotating basis. The City has the right in its sole discretion to establish, modify, assign, order and eliminate standby assignments based on operational needs.

ARTICLE 09 CAREER DEVELOPMENT PROGRAM

<u>Section 09.01</u> TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior written approval from the employee's department head and the City Manager shall be eligible to receive tuition reimbursement pursuant to this Agreement for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse a represented unit member's costs for required school fees such as tuition, registration fees, books, and parking fees, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.
- b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.
- c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

<u>Section 09.02</u> LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per semester. In no case shall the total amount of tuition reimbursement

for individual courses to an employee in a given fiscal year exceed Two Thousand Five Hundred Dollars (\$2,500.00).

ARTICLE 10 TRAVEL AND MEETING ALLOWANCE

<u>Section 10.01</u> AUTOMOBILE ALLOWANCE. The City shall create a pool of City vehicles to be available for use by City employees in the course of city business. In the case of an employee needing to use a private vehicle during the course of city business, mileage incurred during such travel shall be reimbursed by the city. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Finance Director. Such use, if approved, in writing, will be reimbursed at the rate established by the Internal Revenue Service for the calendar year immediately preceding the calendar year in which the rate is to be in effect.

<u>Section 10.02</u> **REGISTRATION AND LODGING**. The City shall pay the registration fee for conferences, workshops and meetings approved in the annual budget. Said fee shall be paid directly by the City on the appropriate registration form.

The City shall pay the cost of lodging for approved conferences and workshops which are located at such a distance as to make commuting impractical, and which are approved in the annual budget. The City may provide advance payment for lodging, payable to the hotel, upon presentation of a confirmed registration and the room rate. The employee shall be required to submit a receipt for the lodging payment and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

<u>Section 10.03</u> MEALS. The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed the per diem amounts pursuant to the City's Travel Policy No. 42-97. Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

<u>Section 10.04</u> **REIMBURSEMENTS**. All reimbursements for travel and meeting expenses shall be made on the City's regular Warrant Resolution and shall be made only one (1) time per month.

ARTICLE 11 UNIFORMS

Section 11.01 UNIFORMS PROVIDED.

- a. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.
- b. Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. [See the City's Dress Code and Appearance Policy]

<u>Section 11.02</u> SAFETY SHOES. Employees required to wear approved safety shoes to carry out the duties of their position shall be eligible to receive a \$270 voucher once a year to be used at a City approved vendor to purchase such shoes and/or shoe related accessories (i.e., sole inserts, laces, etc.). In no case shall the total annual voucher amount for a single employee exceed \$270 in a calendar year.

ARTICLE 12 VACATION BENEFIT

<u>Section 12.01</u> ACCRUAL INCREMENTS. All increments for accrual and use of vacation leave time shall be in hours or portions thereof. All full-time employees shall be eligible to accrue paid vacation leave upon hire. No part-time, provisional or temporary employees shall be eligible for any vacation accrual.

<u>Section 12.02</u> VACATION ACCRUAL. Each permanent full-time probationary employee shall accrue vacation leave in accordance with the following formula:

- a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).
- b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).
- c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).
- d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month the higher rate shall begin with the first (1st) day of the following month.

<u>Section 12.03</u> MAXIMUM VACATION ACCRUAL. An employee's available vacation hours shall not exceed the following maximum amounts:

- a. 292.0 hours for the first through fifth year of employment.
- b. 384.0 hours for the sixth through ninth year of employment.

c. 432.0 hours beginning with the tenth year of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

<u>Section 12.04</u> USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of one (1) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager and based upon their belief that, an unforeseeable financial emergency exists, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. Such cash payment shall be made as part of the next regular payroll.

<u>Section 12.05</u> VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 12.03 of this Article. Payment shall be at the same hourly rate of pay as was authorized for the employee at the time of submittal of termination notice. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City, while serving in an Acting Status, payment of the lump sum accrued vacation leave shall be paid at the same hourly rate of pay as was authorized for the employee commenced employment in the Acting Status.

Employees dismissed by the City or voluntarily resigning prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of a represented unit member, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have been in writing, signed by such employee and filed with the Personnel Department. In the event

such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

Payment for accrued vacation leave shall be made on a regular City payroll within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the effective date of the separation.

ARTICLE 13 HOLIDAY BENEFIT

<u>Section 13.01</u> HOLIDAY DATES. All full-time represented unit members covered by the terms of this Agreement shall have the following legal holidays:

New Year's Day Martin Luther King Day President's Day Cesar Chavez Day Memorial Day Juneteenth National Independence Day (June 19) Fourth of July Labor Day Veteran's Day Veteran's Day Thanksgiving Day Christmas Eve Christmas Eve Christmas Day New Year's Eve One Floating Holiday per calendar year (except for 4/10 work schedules).

This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.02</u> HOLIDAYS WORKED. If a full-time employee is assigned to work on a regular scheduled holiday, in addition to his/her regular pay, he/she shall be paid one-half (1/2) time for all hours worked; thus, totaling time and one-half (1/2) pay for all hours worked. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Part-Time Employees shall receive pay at the rate of time and a half for working on Thanksgiving Day and Independence Day.

<u>Section 13.03</u> HOLIDAY ON VACATION DAY. Should one of the regular scheduled holidays fall during a represented unit member's vacation period, or while an employee is lawfully absent with pay, such employee shall be credited for the holiday and no charge shall be made against such employee's accrued vacation or other authorized leave time. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.04</u> HOLIDAY ON WEEKENDS. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Saturday, the preceding Friday shall be observed as the holiday. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Sunday, the following

Monday shall be observed as the holiday. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.05</u> HOLIDAY ON REGULAR DAY OFF. When a holiday falls on a regular day off, represented unit members shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by the City Manager, in his or her sole discretion. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 13.06</u> ELIGIBILITY. In order to be eligible to receive holiday pay, a represented unit member must have worked, or be deemed to have worked because of lawful absence, such employee's regular scheduled day before and regular scheduled day after the holiday.

<u>Section 13.07</u> HOLIDAY PAY. Full-time represented unit members shall receive holiday pay based on the number of hours he/she is regularly scheduled to work on the day the holiday is observed. (For example, employees working a 4/10 schedule shall receive holiday pay for an observed holiday based on a 10 hour work day.)

<u>Section 13.08</u> FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 60 hours and a maximum of 40 hours may only be cashed out upon separation (no cash out allowed prior to separation).

<u>Section 13.09</u> END OF YEAR CLOSURE. All full-time represented unit members covered by the terms of this Agreement recognize that the City will close City Hall, Public Works, Municipal Services and Community Services for the workdays between the observed Christmas Eve and New Years' Day holidays (typically 4 days).

Banked floating holiday, vacation, and/or compensatory bank time may be used for days within the period as the End of Year Holiday Closure period. At the department head's discretion, some employees may be required to work some or all of these days based on the operational needs of the City.

ARTICLE 14 OTHER LEAVES

<u>Section 14.01</u> FAMILY LEAVE OF ABSENCE. The City will grant represented unit members leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L 103-3 and/or Government Code Section 12945.2, as applicable.

<u>Section 14.02</u> AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon written recommendation from the employee's department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to the employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's authorized leave of absence. Thereafter, the City shall have no obligation to contribute to an employee's medical health plan, dental and visions or life insurance plan until the employee is reinstated in a permanent position. In no event shall the City contribute toward the employee's dependent health, dental and vision plans. Vacation and sick leave shall not be accrued during an absence without pay.

For any absence without pay beyond thirty (30) calendar days, the employee's anniversary date for any accrual or incremental eligibility contained in this Agreement shall be extended by like amount of time.

<u>Section 14.03</u> LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council or City Manager may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 14.01 of this Article shall apply to extended leave of absence unless specifically authorized otherwise by the City Council.

<u>Section 14.04</u> MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning of such leave.

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

<u>Section 14.05</u> JURY DUTY. Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Jury service required on an employee's off-duty day or beyond his/her forty (40) hour work week is not compensable by the City. Jury duty time shall not be considered work time and does not count toward hours worked for

the calculation of overtime except that an employee that is called to work outside of his/her normally scheduled work week and after completing jury service may be eligible for overtime pay. The employee must notify his/her department head of the dates of the jury duty upon receipt of the court notice. The employee shall be required to report to work and perform their assigned duties if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled work day. The employee shall be required to pay over to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Upon completion of jury service, the employee shall be responsible for providing proof of jury service upon his/her return to work. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

<u>Section 14.06</u> WITNESS IN COURT. Any represented unit member of the City subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his/her officially assigned duties with the City, shall be granted leave with pay during such time as appearing as a witness. The employee must notify his/her department head of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

<u>Section 14.07</u> BEREAVEMENT LEAVE. On the death of a member of a represented unit member's immediate family; meaning spouse, domestic partner, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, great- grandparent, or great-grand-child, such employee shall be granted bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid bereavement leave for other relative living in the same household. The City Manger's decision regarding any request submitted under this paragraph shall not be subject to the grievance or appeal procedures contained m the City's Personnel Rules and Regulations or m this Agreement.

<u>Section 14.08</u> MANAGEMENT LEAVE. The parties agree that the following exempt classifications shall be granted eighty nine (89) hours of Management Leave with pay each fiscal year (July 1 to June 30): Senior Management Analyst, Community Development Manager, Community Services Manager, and Municipal Services Manager.

Employees hired during the fiscal year period shall have management leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An Affected Employee shall be allowed to accrue and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

ARTICLE 15 SICK LEAVE

<u>Section 15.01</u> ELIGIBILITY. Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments, preventive care, diagnosis, or for specified purpose (serious health condition, victim of domestic violence, sexual assault or stalking) of a

represented unit member or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother, step-sister, domestic partner, grandparent, grandchild, or a designated person. A designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

The City Manager may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family, which includes "designated person." The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and appeal procedures contained in the City's personnel rules and regulations.

Nothing in this Article shall prohibit an employee from using his/her other accrued leave time for purposes of illness or medical appointment.

<u>Section 15.02</u> ACCRUAL. Employees subject to this Agreement shall accrue eight (8) hours of sick leave on the first day of each month except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. There shall be no limitation on accrual.

Newly hired employees in a permanent full-time classification, shall be eligible to begin the monthly accrual provided for herein beginning on the first day of employment at the rate of eight (8) hours of sick leave per month.

Employees leaving the employment with the City for any reason, who have received an advance accrual of sick leave time and who have used said sick leave time at a rate greater than the accrual shall have the amount of sick leave time off used in excess of such rate of accrual deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

<u>Section 15.03</u> **REPORTING OF SICK LEAVE**. At the sole discretion of the City and upon reasonable cause, an employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform his/her immediate supervisor or other supervisor in the department of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

At the sole discretion of the City, an employee may be required to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay. <u>Section 15.04</u> CONVERSION OF ACCRUED SICK LEAVE. After two (2) years of full-time employment with the City, an employee may convert sick leave to compensation in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

Allowable conversion	Criteria for benefit conversion
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year
50% (30 hours)	Less than or equal to 60 hours of Sick Leave used during a Fiscal Year
25% (15 hours)	Less than or equal to 90 hours of Sick Leave used during a Fiscal Year
0% (not eligible)	Greater than 90 hours of Sick Leave used during a Fiscal Year

- 1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
- 2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.
- 3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.
- 4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.
- 5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.
- 6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
- 7. A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to

notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.

8. Employees hired prior to September 3, 2019 shall continue to participate in this benefit as long as there is available funding. Employees hired on or after September 3, 2019 shall not be eligible for this sick leave conversion benefit.

<u>Section 15.05</u> SICK LEAVE ON RESIGNATION. Represented unit members with more than five (5) years of full-time employment with the City shall be permitted, at the time of his/her voluntary resignation or layoff from service with the City to convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and eighty-eight (288) hours, to vacation leave and be compensated for such in accordance with Section 12.05, except that an employee hired after July 1, 1993, may convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and fifty (250) hours, to vacation leave and be compensated for such in accordance with Section 12.05. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City while serving in an acting status, payment of the lump sum accrued sick leave converted to vacation leave shall be compensated at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced serving in the acting status.

<u>Section 15.06</u> CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT. Upon voluntary retirement and after a minimum of ten (10) years service, a represented unit member may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining, and a represented unit member may take said hours as paid leave before the effective date of retirement.

ARTICLE 16 INSURANCE AND RELATED BENEFITS

<u>Section 16.01</u> MEDICAL BENEFITS. Medical benefits shall be under the CalPERS medical program.

<u>Section 16.02</u> FLEXIBLE BENEFITS PLAN. The City shall implement a flexible benefit plan and provide a specific dollar amount each month to each eligible employee to use towards the purchase of health benefits, on a pre-tax bases, as follows:

a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City.

Employees hired prior to October 18, 2018, may have the option of receiving remaining/ unspent funds as taxable income or cash, after satisfying the benefit enrollment criteria.

Employees hired after October 18, 2018, may have the option of designating remaining/ unspent funds to the employees voluntary deferred compensation account, after satisfying the benefit enrollment criteria. Employees will not receive any cash payout of flexible benefit contributions.

- b. Effective first pay date of January 2024, the Flexible Benefit Contribution shall be increased from One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36) per month to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. (\$1,480.36) per month.
- c. Effective first pay date of January 2025, the Flexible Benefit Contribution per month per full time employee shall be increased from One Thousand Four Hundred Eighty Dollars and Thirty-Six cents (\$1,480.36) per month to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents (\$1,680.36) per month.
- d. Regardless of hire date, increases to the monthly flexible benefit contribution shall have no cash value and shall be used for the purchase of City sponsored health benefit premiums (i.e., medical, dental, vision, and health spending account) only.
- e. Employees hired by the City prior to October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits (medical, dental or vision insurance) shall receive the cash equivalent to the Flexible Benefit Contribution maximum of up to \$1,080.36 per month, in lieu of medical, dental or vision insurance coverage. New employees hired by the City after October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits and have a maximum of up to \$1,080.36 per month of the Flexible Benefit Contribution designated to the employees voluntary deferred compensation account offered by the City account, upon written option from the employee to the Human Resources. New Employees shall not receive cash equivalent in lieu of medical, dental or vision insurance.
- f. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits contribution among the following City sponsored programs:
 - 1. Dependent Insurance
 - 2. Additional Life Insurance
 - 3. Section 125 Program Flexible Spending Account
- g. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable for "qualified" cafeteria plans, or B) specifically rule or advise on the "qualified" or "Bona Fide" status of the City's Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the "incidental" criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the "qualified" status of the Plan or meet the "incidental" criteria.

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- a. The City shall contribute the full amount of the premium for employee for a \$50,000 term life insurance.
- b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.
- c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

<u>Section 16.03</u> SECTION 125 PROGRAM. (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

<u>Section 16.04</u> DEFERRED COMPENSATION. The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee. In accordance with Section 16.02.d., flexible benefit contributions not used for the purchase of health benefits may be contributed to the employee's deferred compensation account upon written option by the employee to the Human Resources Department.

<u>Section 16.05</u> RETIREE PARTICIPATION. Effective July 1, 1991 retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

On the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Employees retired prior to July 1, 1991 who were covered under the CalPERS medical program shall be entitled to continue participation regardless of years of service.

<u>Section 16.06</u> INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. If a full-time employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work, the City shall continue to make medical insurance contributions in accordance with Section 16-02a for a maximum of six (6) months. The employee may only continue to participate in the same type of benefit plan and level of benefits (employee, employee plus one, or employee plus two or more) that the employee participated in immediately prior to his/her work related injury. <u>Section 16.07</u> INJURED ON DUTY PAY STATUS. Any employee claiming a work related injury or illness while at his/her work place shall be required to report the injury or illness to the employee's supervisor as soon as possible.

- a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.
- b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

The Personnel Officer shall require the employee to be examined by a City-designated physician who shall make a report to the City as to the employee's ability to perform the duties and responsibilities of his/her position.

Such employee will receive workers' compensation disability payments while on temporary disability according to the amounts set by the State of California. During the first three (3) days of time off due to injury, an employee may elect to use accumulated sick leave during this time. An employee unable to work for more than fourteen (14) days due to job related injury will be compensated during the initial three-day "waiting period" according to amounts set by the State of California. Where the employee has elected to use accumulated sick leave during the three-(3) day waiting period, the amount reimbursed by the State for these three (3) days shall be remitted to the City.

An employee may elect to take accumulated hours of sick leave or vacation leave such that, together with the disability pay, total compensation received would equal not more than their regular salary.

Any period of time during which an employee is required to be absent from his/her position by reason of work-related injury or illness for which they are entitled to receive compensation under Division 4 (commencing with Section 3201) of the State Labor Code, will not be considered a break in their continuous service for the purpose of salary adjustments, sick leave, vacation leave or seniority.

<u>Section 16.08</u> MEDICAL BENEFITS TO PART-TIME EMPLOYEES. Part-time employees shall not be eligible to receive medical benefits. Any part-time employees employed with the City prior to July 1, 2006 who have worked more than 1000 hours in a fiscal year shall be eligible for a One-Hundred Seventy-Five Dollar (\$175) monthly contribution towards health benefit costs Said contribution shall be available as a credit towards total costs, and only if a represented unit member selects any health plan available through the City's programs. Additionally, any Part-time employee who works in excess of seventy (70) hours in a two week period and who selects a health plan from the City's program, shall receive an additional Thirty Dollar (\$30) credit per month towards the cost of said medical insurance coverage.

<u>Section 16.09</u> WELLNESS PROGRAM. Full-time employees may be eligible to receive reimbursement of up to Two-Hundred Dollars (\$200) annually based upon fiscal year for participation in a qualified wellness program. Qualified wellness program may include, but not be limited to, for example – programs focusing on meal delivery portion control such as "Noom,"

Exhibit "A" -Resolution No. CC-2506-031 AFSCME 2025-2028 MOU "Fresh & Lean," or "Trifecta," etc., or membership to a gymnasium or fitness program such as "Crossfit." Reimbursement will be made upon receipt of proof of participation - a requirement satisfied by showing enrollment form and payment receipt.

ARTICLE 17 <u>RETIREMENT BENEFIT</u>

<u>Section 17.01</u> CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service
- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

ARTICLE 18 GRIEVANCES

<u>Section 18.01</u> MATTERS SUBJECT TO GRIEVANCE PROCEDURES. A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing ordinances, rules, regulations, or policies administered by the employee's Department Director or designated authority concerning wages, hours, or other terms and conditions of employment. The solution of any such grievance must be wholly or partially within the province of the City to rectify.

<u>Section 18.02</u> MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES. The following matters are not subject to the grievance procedure:

Employee discipline.

Employee performance evaluations, including denial of a step increase, performance pay increase, and other merit or performance pay issues.

Management of the City generally and issues of City or Department policy.

Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or work force.

Determination of the nature, manner, means, technology and extent of services to be provided to the public.

Types of equipment or technology to be used.

Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

Work assignments and schedules in accordance with requirements as determined by the City.

Establishment, implementation and modification of productivity and performance programs and standards.

Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

Establishment and approved modifications of job classifications.

Determination of standards, policies and procedures for selection, training and promotion of employees.

Establishment, implementation and modification of Departmental organization, supervisory assignments, chains of command and reporting responsibilities.

Levels of compensation, pay and benefits based upon budgetary and fiscal considerations.

<u>Section 18.03</u> FREEDOM FROM REPRISAL. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for filing or participating in a grievance petition.

<u>Section 18.04</u> **RESOLUTION**. Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive. Any grievance shall be considered resolved if it is not brought forward by the grievant through the grievance steps in the time frame prescribed.

<u>Section 18.05</u> WITHDRAWAL. Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

<u>Section 18.06</u> **RESUBMISSION.** Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

<u>Section 18.07</u> EMPLOYEE REPRESENTATION. If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Director shall be represented by an employee whom the employee may supervise, and no employee shall be represented by a supervisor or Department Director.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

<u>Section 18.08</u> OBEY NOW-GRIEVE LATER. If an employee is given a legitimate order that he/she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others, or if the requested assignment violates the employee's constitutional rights.

<u>Section 18.09</u> INITIATION OF GRIEVANCE PROCEDURE. An employee must initiate the grievance procedure (formal or informal) within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant should, with reasonable diligence have had knowledge of such occurrence, whichever is later.

<u>Section 18.10</u> INFORMAL GRIEVANCE PROCEDURE. Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist.

The employee's immediate supervisor shall provide a decision within five (5) days of the discussion with the employee, or it shall be deemed that the grievance is informally rejected, and that the employee shall have the right to file a formal grievance petition. If the employee is not satisfied with the decision reached through the informal discussion, or if extenuating circumstances exist, the employee shall have the right to file a formal grievance petition.

Section 18.11 FORMAL GRIEVANCE PROCEDURE.

Step I: If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal written grievance to the Department Director within fifteen (15) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived. Copies of any grievances filed at this Step shall be sent to the President of the Majority Representative Employee Organization that represents the employee. If the grievance is against the Department Director, then the employee may proceed directly to Step II.

All grievances shall be submitted in the format prescribed by the Personnel Officer, and no grievance petition shall be accepted until the form is complete. [See Attachment F hereto for agreed upon form.]The written grievance shall contain a clear, concise statement of the grievance and facts

upon which it is based, rule, regulation or policy allegedly violated, and the specific remedies sought.

The Department Director shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor to be present for the meeting. The Department Director will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date.

Step II: If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Personnel Officer within ten (10) working days after the Department Director's decision is received by the employee. The Personnel Officer shall meet with the employee and/or the employee's representative to discuss the grievance and will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. If the grievance is against the Personnel Officer, then the employee may proceed directly to Step III.

Step III: If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) workings days after Personnel Officer's decision is received by the employee. The City Manager shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor and/or Department Director to be present for the meeting. The City Manager will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. The decision of the City Manager shall be final and conclusive.

If a grievance is against the City Manager, then the employee shall file the grievance directly with the City Attorney. The City Attorney shall meet with the employee and/or the employee's representative to discuss the grievance. The City Attorney shall also meet with the City Manager to discuss the grievance. The City Attorney shall then consult with the City Council in closed session regarding the grievance and thereafter render a written decision. The decision of the City Attorney shall be final and conclusive.

<u>Section 18.12</u> TIME LIMITS. Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing. Any grievance petition not carried to the next step by the grievant, within the prescribed time limits, shall be deemed resolved upon the basis of the previous disposition. Any lack of written response by the City, at any stage, will result in the grievance automatically advancing to the next step.

ARTICLE 19 <u>FULL UNDERSTANDING AND</u> WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

<u>Section 19.01</u> FULL UNDERSTANDING. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such

matters are hereby superseded or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this Agreement shall remain in full force and effect, and are specifically not superseded or otherwise affected by this Agreement.

ARTICLE 20 EMERGENCY WAIVER PROVISION

<u>Section 20.01</u> WAIVER GRANTED. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Agreement will be reinstated immediately. Majority Representative Employee Organization shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Agreement during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 21 SEVERABILITY PROVISION

<u>Section 21.01</u> SEVERABILITY DECLARED. Should any provisions of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 22 TERM OF AGREEMENT

<u>Section 22.01</u> TERM ESTABLISHED. The term of this Agreement shall commence on July 1,2025, and shall continue in full force and effect until June 30, 2028.

ARTICLE 23 RATIFICATION AND EXECUTION

<u>Section 23.01</u> RECOMMENDATION TO COUNCIL AND ADOPTION. The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on June 11, 2025, its members voted to ratify the Tentative Agreement which contains the deal points of this Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

ARTICLE 24 POLYGRAPHS

<u>Section 24.01</u> **PROHIBITION ON POLYGRAPHS**. The City and the Majority Representative Employee Organization agree that the use of polygraphs on members of the LPMME Unit or LCE Unit is prohibited.

ARTICLE 25 RE-OPENERS

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations;
- b. Changes and/or revisions to the City's Employer-Employee Relations Resolution(s).
- c. Impacts of any classification and compensation recommendations.

The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any matters within the scope of representation.

ARTICLE 26 SICK LEAVE FOR PART-TIME EMPLOYEES

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5 and Sections 245.5, 246, and 246.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

<u>Section 26.01</u> ELIGIBILITY. Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

<u>Section 26.02</u> ACCRUAL. Beginning on January 1, 2024, all eligible employees will accrue sick leave at the rate of one hour for every 30 hours worked up to a maximum accrual of 40 hours/5 days per year. An employee shall be eligible to use accrued paid sick time beginning on the 90^{th} day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of 80 hours. In the event a part-time employee's work schedule is such that

five (5) work days would exceed 40 hours, such employee shall be provided with five (5) days paid sick leave as required by the Act.

Part-time employees hired prior to January 1, 2024, will carry over any existing banked sick leave up to the prior cap of 48 hours. Such employees may then accrue additional leave, at the rate of 1 hour for 30 hours worked, up to the 80-hour cap.

Section 26.03 USAGE.

- a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:
 - For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member or designated person, including:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in locoparentis.)
 - o Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild.
 - Sibling
 - Designated person (a person identified by the employee at the time the employee requests to use paid sick days for that person). Once an employee has requested use of sick leave for a "designated person," the City may prohibit the employee from using sick leave in the same 12-month period for anyone other than that "designated person" who is not a "family member."
 - For a part-time employee who is the victim of domestic violence, sexual assault, or stalking, the purposes described in California Labor Code Sections 230(c) and 230.1(a) (including subsequent amendment.)
- b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

<u>Section 26.04</u> NO SICK LEAVE CASHOUT. A part-time employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City. Paid sick leave will not be considered hours worked for purposes of overtime calculation.

<u>Section 26.05</u> CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION. Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of 80 hours.

<u>Section 26.06</u> SEPARATION AND RE-HIRE. If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than 40 hours of sick leave in a single fiscal year.

CITY OF LAWNDALE

MAJORITY REPRESENTATIVE EMPLOYEE ORGANIZATION AFSCME LOCAL 1895, AFL-CIO

Zachery A. Lopes, Chief Negotiator

Raylette Felton, Human Resources Director

Bob Adams, Chief Negotiator, Council 36

Jamie Rodriguez Jared Chavez, President

Jack Martin, Vice President

Claudia Lopez, Bargaining Committee

Nick Petrevski, Bargaining Committee

Chris Rodgers, Bargaining Committee

ATTACHMENT A

CITY OF LAWNDALE							
2025-2026 Salary Schedule (6% effective 07/01/2025)							
MID-MANAGEMENT UNIT							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E	
Deputy City Clerk	82	\$6,209	\$6,520	\$6,846	\$7,188	\$7,547	
Assistant Planner	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932	
Grant/Economic Dev Coordinator	90	\$6,724	\$7,060	\$7,413	\$7,783	\$8,173	
Community Services Supervisor	94	\$6,997	\$7,346	\$7,714	\$8,099	\$8,504	
Administrative Analyst	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590	
Assistant Engineer	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590	
Municipal Services Supervisor	101	\$7,501	\$7,876	\$8,270	\$8,684	\$9,118	
Maintenance Supervisor	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394	
Senior Management Analyst	105	\$7,806	\$8,196	\$8,606	\$9,036	\$9,488	
Associate Planner	106	\$7,884	\$8,278	\$8,692	\$9,127	\$9,583	
Associate Engineer	115	\$8,623	\$9,054	\$9,506	\$9,982	\$10,481	
Senior Planner	117	\$8,796	\$9,236	\$9,698	\$10,182	\$10,691	
Cable Television Supervisor	121	\$9,153	\$9,611	\$10,091	\$10,596	\$11,126	
Community Development Manager	128	\$9,813	\$10,304	\$10,819	\$11,360	\$11,928	
Accounting Manager	129	\$9,911	\$10,407	\$10,927	\$11,474	\$12,047	
Municipal Services Manager	133	\$10,314	\$10,830	\$11,371	\$11,940	\$12,537	
Community Services Manager	133	\$10,314	\$10,830	\$11,371	\$11,940	\$12,537	

CITY	OF	LA	WND	ALE

2026-2027 Salary Schedule (5% effective 07/01/2026)							
MID-MANAGEMENT UNIT							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E	
Deputy City Clerk	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932	
Assistant Planner	92	\$6,859	\$7,202	\$7,562	\$7,940	\$8,337	
Grant/Economic Dev Coordinator	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590	
Community Services Supervisor	99	\$7,354	\$7,721	\$8,107	\$8,513	\$8,938	
Administrative Analyst	100	\$7,427	\$7,798	\$8,188	\$8,598	\$9,028	
Assistant Engineer	100	\$7,427	\$7,798	\$8,188	\$8,598	\$9,028	
Municipal Services Supervisor	106	\$7,884	\$8,278	\$8,692	\$9,127	\$9,583	
Maintenance Supervisor	109	\$8,123	\$8,529	\$8,955	\$9,403	\$9,873	
Senior Management Analyst	110	\$8,204	\$8,614	\$9,045	\$9,497	\$9,972	
Associate Planner	111	\$8,286	\$8,700	\$9,135	\$9,592	\$10,072	
Associate Engineer	120	\$9,062	\$9,516	\$9,991	\$10,491	\$11,015	
Senior Planner	122	\$9,245	\$9,707	\$10,192	\$10,702	\$11,237	
Cable Television Supervisor	126	\$9,620	\$10,101	\$10,606	\$11,136	\$11,693	
Community Development Manager	133	\$10,314	\$10,830	\$11,371	\$11,940	\$12,537	
Accounting Manager	134	\$10,417	\$10,938	\$11,485	\$12,059	\$12,662	
Municipal Services Manager	138	\$10,840	\$11,382	\$11,951	\$12,549	\$13,176	
Community Services Manager	138	\$10,840	\$11,382	\$11,951	\$12,549	\$13,176	

Exhibit "A" -Resolution No. CC-2506-031 AFSCME 2025-2028 MOU

CITY OF LAWNDALE											
2027-2028 Salary Schedule (4% effective 07/01/2027)											
MID-MANAGEMENT UNIT											
Current Job TitleNew RangeStep AStep BStep CStep DStep											
Deputy City Clerk	91	\$6,791	\$7,130	\$7,487	\$7,861	\$8,254					
Assistant Planner	96	\$7,137	\$7,494	\$7,869	\$8,262	\$8,675					
Grant/Economic Dev Coordinator	99	\$7,354	\$7,721	\$8,107	\$8,513	\$8,938					
Community Services Supervisor	103	\$7,652	\$8,035	\$8,436	\$8,858	\$9,301					
Administrative Analyst	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394					
Assistant Engineer	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394					
Municipal Services Supervisor	110	\$8,204	\$8,614	\$9,045	\$9,497	\$9,972					
Maintenance Supervisor	113	\$8,453	\$8,875	\$9,319	\$9,785	\$10,274					
Senior Management Analyst	114	\$8,537	\$8,964	\$9,412	\$9,883	\$10,377					
Associate Planner	115	\$8,623	\$9,054	\$9,506	\$9,982	\$10,481					
Associate Engineer	124	\$9,430	\$9,902	\$10,397	\$10,917	\$11,463					
Senior Planner	126	\$9,620	\$10,101	\$10,606	\$11,136	\$11,693					
Cable Television Supervisor	130	\$10,011	\$10,511	\$11,037	\$11,588	\$12,168					
Community Development Manager	137	\$10,733	\$11,269	\$11,833	\$12,424	\$13,046					
Accounting Manager	138	\$10,840	\$11,382	\$11,951	\$12,549	\$13,176					
Municipal Services Manager	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711					
Community Services Manager	142	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711					

ATTACHMENT B

CITY OF LAWNDALE											
2025-2026 Salary Schedule (6% effective 07/01/2025)											
CLASSIFIED UNIT (CL)											
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E					
Senior Nutrition Specialist	14	\$3,156	\$3,314	\$3,480	\$3,654	\$3,837					
Maintenance Worker I	48	\$4,427	\$4,648	\$4,881	\$5,125	\$5,381					
Municipal Services Officer I	48	\$4,427	\$4,648	\$4,881	\$5,125	\$5,381					
Transit Operator	50	\$4,516	\$4,742	\$4,979	\$5,228	\$5,489					
Maintenance Worker II	60	\$4,988	\$5,238	\$5,500	\$5,775	\$6,063					
Accounting Specialist	61	\$5,038	\$5,290	\$5,555	\$5,832	\$6,124					
Building Permit Specialist	67	\$5,348	\$5,616	\$5,896	\$6,191	\$6,501					
Municipal Services Officer II	68	\$5,402	\$5,672	\$5,955	\$6,253	\$6,566					
Office /Personnel Assistant	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632					
Administrative Assistant II	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632					
Recreation Coordinator	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632					
Community Services Coordinator	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632					
Accounting / Payroll Specialist	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832					
Maintenance Worker III	76	\$5,849	\$6,142	\$6,449	\$6,771	\$7,110					
Code Enforcement Officer I	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473					
Engineering Technician	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473					
Public Works Inspector	82	\$6,209	\$6,520	\$6,846	\$7,188	\$7,547					
Code Enforcement Officer II	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932					
Executive Assistant	95	\$7,067	\$7,420	\$7,791	\$8,180	\$8,590					
PART	-TIME EN	MPLOYEES	HOURLY (PT)							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E					
Delivery Worker	11	\$17.67	\$18.56	\$19.49	\$20.46	\$21.48					
Recreation Leader	11	\$17.67	\$18.56	\$19.49	\$20.46	\$21.48					
Senior Recreation Leader	14	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13					
CATV Production Assistant	43	\$24.30	\$25.52	\$26.79	\$28.13	\$29.54					
Office Assistant	46	\$25.04	\$26.29	\$27.60	\$28.98	\$30.43					
Maintenance Worker I	48	\$25.54	\$26.82	\$28.16	\$29.57	\$31.04					
Municipal Services Officer I	48	\$25.54	\$26.82	\$28.16	\$29.57	\$31.04					
Transit Operator	50	\$26.05	\$27.36	\$28.72	\$30.16	\$31.67					
CATV Production Assistant II	53	\$26.84	\$28.19	\$29.59	\$31.07	\$32.63					
Emergency Preparedness Coordinator	59	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64					
Municipal Services Officer II	68	\$31.16	\$32.72	\$34.36	\$36.08	\$37.88					
Code Enforcement Officer I	81	\$35.47	\$37.24	\$39.10	\$41.06	\$43.11					
Associate Planner	106	\$45.48	\$47.76	\$50.15	\$52.65	\$55.29					

CITY OF LAWNDALE											
2026-2027 Salary Schedule (5% effective 07/01/2026)											
CLASSIFIED UNIT (CL)											
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E					
Senior Nutrition Specialist	19	\$3,317	\$3,483	\$3,657	\$3,840	\$4,032					
Maintenance Worker I	53	\$4,653	\$4,885	\$5,130	\$5,386	\$5,655					
Municipal Services Officer I	53	\$4,653	\$4,885	\$5,130	\$5,386	\$5,655					
Transit Operator	55	\$4,746	\$4,984	\$5,233	\$5,494	\$5,769					
Maintenance Worker II	65	\$5,243	\$5,505	\$5,780	\$6,069	\$6,373					
Accounting Specialist	66	\$5,295	\$5,560	\$5,838	\$6,130	\$6,436					
Building Permit Specialist	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832					
Municipal Services Officer II	73	\$5,677	\$5,961	\$6,259	\$6,572	\$6,901					
Office /Personnel Assistant	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970					
Administrative Assistant II	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970					
Recreation Coordinator	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970					
Community Services Coordinator	74	\$5,734	\$6,021	\$6,322	\$6,638	\$6,970					
Accounting / Payroll Specialist	77	77 \$5,908 \$6,203 \$6,513				\$7,181					
Maintenance Worker III	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473					
Code Enforcement Officer I	86	\$6,461	\$6,784	\$7,124	\$7,480	\$7,854					
Engineering Technician	86	\$6,461	\$6,784	\$7,124	\$7,480	\$7,854					
Public Works Inspector	87	\$6,526	\$6,852	\$7,195	\$7,555	\$7,932					
Code Enforcement Officer II	92	\$6,859	\$7,202	\$7,562	\$7,940	\$8,337					
Executive Assistant	100	\$7,427	\$7,798	\$8,188	\$8,598	\$9,028					
PART-	TIME EMP	LOYEES H	OURLY (PT)							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E					
Delivery Worker	16	\$18.58	\$19.50	\$20.48	\$21.50	\$22.58					
Recreation Leader	16	\$18.58	\$19.50	\$20.48	\$21.50	\$22.58					
Senior Recreation Leader	19	\$19.14	\$20.10	\$21.10	\$22.16	\$23.26					
CATV Production Assistant	48	\$25.54	\$26.82	\$28.16	\$29.57	\$31.04					
Office Assistant	51	\$26.31	\$27.63	\$29.01	\$30.46	\$31.98					
Maintenance Worker I	53	\$26.84	\$28.19	\$29.59	\$31.07	\$32.63					
Municipal Services Officer I	53	\$26.84	\$28.19	\$29.59	\$31.07	\$32.63					
Transit Operator	55	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28					
CATV Production Assistant II	58	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29					
Emergency Preparedness Coordinator	64	\$29.95	\$31.45	\$33.02	\$34.67	\$36.40					
Municipal Services Officer II	73	\$32.75	\$34.39	\$36.11	\$37.92	\$39.81					
Code Enforcement Officer I	86	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31					
Associate Planner	111	\$47.80	\$50.19	\$52.70	\$55.34	\$58.11					

	CITY C	DF LAWN	DALE								
2027-2028 \$	Salary Sch	edule (4% et	ffective 07/0	1/2027)							
CLASSIFIED UNIT (CL)											
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E					
Senior Nutrition Specialist	23	\$3,452	\$3,625	\$3,806	\$3,996	\$4,196					
Maintenance Worker I	57	\$4,842	\$5,084	\$5,338	\$5,605	\$5,885					
Municipal Services Officer I	57	\$4,842	\$5,084	\$5,338	\$5,605	\$5,885					
Transit Operator	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003					
Maintenance Worker II	69	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632					
Accounting Specialist	70	\$5,510	\$5,786	\$6,075	\$6,379	\$6,698					
Building Permit Specialist	76	\$5,849	\$6,142	\$6,449	\$6,771	\$7,110					
Municipal Services Officer II	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181					
Office /Personnel Assistant	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253					
Administrative Assistant II	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253					
Recreation Coordinator	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253					
Community Services Coordinator	78	\$5,967	\$6,265	\$6,578	\$6,907	\$7,253					
Accounting / Payroll Specialist	81	\$6,148	\$6,455	\$6,778	\$7,117	\$7,473					
Maintenance Worker III	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776					
Code Enforcement Officer I	90	\$6,724	\$7,060	\$7,413	\$7,783	\$8,173					
Engineering Technician	90	\$6,724	\$7,060	\$7,413	\$7,783	\$8,173					
Public Works Inspector	91	\$6,791	\$7,130	\$7,487	\$7,861	\$8,254					
Code Enforcement Officer II	96	\$7,137	\$7,494	\$7,869	\$8,262	\$8,675					
Executive Assistant	104	\$7,729	\$8,115	\$8,521	\$8,947	\$9,394					
PART-	TIME EN	IPLOYEES	HOURLY (P	T)							
Current Job Title	New Range	Step A	Step B	Step C	Step D	Step E					
Delivery Worker	20	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50					
Recreation Leader	20	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50					
Senior Recreation Leader	23	\$19.92	\$20.91	\$21.96	\$23.05	\$24.21					
CATV Production Assistant	52	\$26.58	\$27.91	\$29.30	\$30.77	\$32.30					
Office Assistant	55	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28					
Maintenance Worker I	57	\$27.93	\$29.33	\$30.80	\$32.34	\$33.95					
Municipal Services Officer I	57	\$27.93	\$29.33	\$30.80	\$32.34	\$33.95					
Transit Operator	59	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64					
CATV Production Assistant II	62	\$29.36	\$30.83	\$32.37	\$33.99	\$35.68					
Emergency Preparedness Coordinator	68	\$31.16	\$32.72	\$34.36	\$36.08	\$37.88					
Municipal Services Officer II	77	\$34.08	\$35.79	\$37.58	\$39.46	\$41.43					
Code Enforcement Officer I	90	\$38.79	\$40.73	\$42.77	\$44.90	\$47.15					
Associate Planner	115	\$49.75	\$52.23	\$54.84	\$57.59	\$60.47					

ATTACHMENT C

Exhibit "A" -Resolution No. CC-2506-031 AFSCME 2025-2028 MOU

ATTACHMENT "C"

4/10 Work Schedule

Components of the 4/10 Work Program are as follows:

- Workdays Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period. This provision does not apply to the Public Works Department: Maintenance Field Operations and Inspection
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Public Works Department: Maintenance Field Operations and Inspection services provide coverage 7 days per week, with full-time employees working a staggered four (4) day work week (some with flexed hours), five (5) days per week (Monday through Friday), standard work hours of 6:00 am to 4:30 pm, with a half hour unpaid lunch break. A minimum of three (3) Maintenance Workers shall be on duty on the days of reduced staffing. Full-time Maintenance Worker assigned to the Community Center will continue to work the 5/40 work schedule and the part-time weekend Maintenance Workers assigned to graffiti removal and Community Center schedules will remain the same. The workday, after hour, and weekend coverage shall be maintained in case of emergencies, in compliance with the Standby Pay provision outlined and introduced in Section 08.05 and as established in the department's Standby Emergency Overtime Procedures. Additional flex schedules, assignments, and/or shifts may be needed to accommodate the work assignment and/or supervision of shifts and will be determined by Department Director. The Department Director may establish leave request parameters, such as minimum advance timing and limitation on overlapping leave requests and may disapprove leave requests based on operational needs. The Department Director to provide a detailed schedule.
- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.

- Vacation is earned based on years of employment, as outline in Section 12.02).
- Sick Leave is earned in 10-hour increments.
- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive the single Floating Holiday as set forth in Section 13.01.
- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Friday holiday is observed on the actual holiday for Tuesday through Friday 4/10 schedule. If a City holiday falls on a Sunday, the following Monday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Tuesday through Friday 4/10 schedule will receive a floating holiday.
- Holidays are earned/accrued in 10-hour increments.
- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Friday, then he or she is credited with a floating holiday.
- Use of floating holidays is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.
- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately, that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to, working 5/40 type schedules.

ATTACHMENT D

Exhibit "A" -Resolution No. CC-2506-031 AFSCME 2025-2028 MOU

ATTACHMENT "D"

9/80 Alternative work schedule

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

- The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
- 2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
- 3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

A sample depiction of a 9/80 work schedule is as follows:

*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

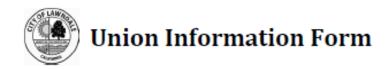
4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular

alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

- 5. Sick leave and holidays are earned in 9 hour increments.
- 6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
- 7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday).
- 8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
- 9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
- 10. 10. Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks, facility rental, senior services programs, etc. will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

ATTACHMENT E

Exhibit "A" -Resolution No. CC-2506-031 AFSCME 2025-2028 MOU



The City is required by law to provide exclusive employee organizations, and/or any labor organization seeking representation rights, with the name, job title, department, work location, work phone, home phone, personal cell phone, personal email address and home address of newly hired employees within 30 days of hire or by the first pay period of the month, and for all employees in the bargaining unit at least every 120 days. (Gov. Code § 3555 to 3559)

. . . .

Union/ Association:

EMPLOYEE EMPLOYMENT INFORMATION

Name:

Position/Title

Department/ Division:

Work Phone:

EMPLOYEE PERSONAL CONTACT INFORMATION

Home Address:	
Home Phone:	Personal Cell Phone:
Personal Email:	Date of Birth
number, personal cell phone, per employee's right to privacy in con and 6254.3) If you wish to opt ou information above.	riting that certain information (home address, home telephone sonal email address, or birth date) not be disclosed, observing an npliance with California Public Records Act. (Gov. Code §6253.2 t of the disclosure as described, please indicate so by omitting the
Employee Signature:	
Date:	_
HR009242018	

ATTACHMENT F

CITY OF LAWNDALE	GRIEVANCE LEVEL DECISION DA STEP I – DEPT. HEAD
FORMAL GRIEVANCE FORM	STEP II – PERS. OFFICER. STEP III – CITY MANAGER
STEP I- FORM	AL WRITTEN GRIEVANCE
EMPLOYEE NAME:	CLASSIFICATION:
	IMMEDIATE SUPERVISOR:
EMPLOYEE ORGANIZATION:	DATE:
STATEMENT OF GRIEVANCE/ FACTS:	
CITE SPECIFIC SECTION OF MOU, RESOLUTION, RULES, RE	EGULATION OR POLICY ALLEGED TO HAVE BEEN VIOLATED:
REMEDY REQUESTED:	
	r through informal grievance process?
Did you present grievance to your immediate supervisor	r through informal grievance process?
Did you present grievance to your immediate supervisor If so, when? Was the respo	onse acceptable?
Did you present grievance to your immediate supervisor	
Did you present grievance to your immediate supervisor If so, when? Was the respo	onse acceptable?
Did you present grievance to your immediate supervisor If so, when? Was the respo EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if spplicsble)	DATE
Did you present grievance to your immediate supervisor If so, when? Was the respo EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if spplicsble)	DATE
Did you present grievance to your immediate supervisor If so, when? Was the response EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if applicable) THIS SECTION TO BE CO	DATE DATE OMPLETED BY DEPARTMENT HEAD
Did you present grievance to your immediate supervisor If so, when? Was the respo EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if spplicable) THIS SECTION TO BE CO RECEIVED BY:	DATE DATE OMPLETED BY DEPARTMENT HEAD
Did you present grievance to your immediate supervisor If so, when? Was the respo EMPLOYEE'S SIGNATURE EMPLOYEE'S REPRESENTATIVE (if spplicable) THIS SECTION TO BE CO RECEIVED BY:	DATE DATE OMPLETED BY DEPARTMENT HEAD
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Did you present grievance to your immediate supervisor If so, when? Was the respondence of the second seco	DATE DATE DATE DATE DATE DATE



CITY OF LAWNDALE FORMAL GRIEVANCE FORM

GRIEVANCE LEVEL	DECISION DATE
STEP I – DEPT. HEAD	
STEP 11 – PERS. OFFICER.	
STEP III – CITY MANAGER	

STEP II- FORMAL GRIEVANCE

ECEIVED BY:	DATE:	
PERSONNEL OFFICER RESPONSE:		
PERSONNEL OFFICER SIGNATURE	DATE	
STEP	III-FORMAL GRIEVANCE	
STEP	PIII-FORMAL GRIEVANCE	
THIS SECTION TO BE	COMPLETED BY CITY MANAGER OR DESIGNEE	
THIS SECTION TO BE		
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THIS SECTION TO BE	DATE:	
THIS SECTION TO BE	DATE:	PAGE

ATTACHMENT C

RESOLUTION NO. CC-2506-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING AND ADOPTING THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Lawndale ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to adopt an updated pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to certain salaries which will become effective on July 1, 2025.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. That this City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED AND ADOPTED this 16th day of June, 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-2506-032 at a regular meeting of said Council held on the 16th day of June, 2025, by the following roll call vote:

Name	Vot	ing	Prese	Absent	
Ivanie	Aye	No	Abstain	Not Participating	Ausein
Robert Pullen-Miles, Mayor					
Pat Kearney, Mayor Pro Tem					
Sirley Cuevas					
Bernadette Suarez					
Franscico M. Talavera					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT "A"

CITY OF LAWNDALE CITY-WIDE SALARY/ PAY SCHEDULE FISCAL YEAR 2025-2026

CITYWIDE SALARY AND PAY SCHEDULE FISCAL YEAR 2025-26

Job ID	Current Job Title	Range	Ste	ep A	Ste	p B	Ste	ep C	Ster	o D	Ste	ep E	D
-			Monthly	Yearly	Bargaining Group								
2002	Deputy City Clerk	82	\$6,209	\$74,510	\$6,520	\$78,236	\$6,846	\$82,147	\$7,188	\$86,255	\$7,547	\$90,567	AFSCME MID-MANAGEMENT UNIT (MM)
5006	Assistant Planner	87	\$6,526	\$78,311	\$6,852	\$82,226	\$7,195	\$86,338	\$7,555	\$90,654	\$7,932	\$95,187	AFSCME MID-MANAGEMENT UNIT (MM)
5003	Grant/Economic Dev Coordinator	90	\$6,724	\$80,684	\$7,060	\$84,718	\$7,413	\$88,954	\$7,783	\$93,401	\$8,173	\$98,071	AFSCME MID-MANAGEMENT UNIT (MM)
3003	Community Services Supervisor	94	\$6,997	\$83,960	\$7,346	\$88,158	\$7,714	\$92,566	\$8,099	\$97,194	\$8,504	\$102,054	AFSCME MID-MANAGEMENT UNIT (MM)
1002	Administrative Analyst	95	\$7,067	\$84,799	\$7,420	\$89,039	\$7,791	\$93,491	\$8,180	\$98,166	\$8,590	\$103,074	AFSCME MID-MANAGEMENT UNIT (MM)
7003	Assistant Engineer	95	\$7,067	\$84,799	\$7,420	\$89,039	\$7,791	\$93,491	\$8,180	\$98,166	\$8,590	\$103,074	AFSCME MID-MANAGEMENT UNIT (MM)
6003	Municipal Services Supervisor	101	\$7,501	\$90,016	\$7,876	\$94,517	\$8,270	\$99,243	\$8,684	\$104,205	\$9,118	\$109,415	AFSCME MID-MANAGEMENT UNIT (MM)
8001	Maintenance Supervisor	104	\$7,729	\$92,744	\$8,115	\$97,381	\$8,521	\$102,250	\$8,947	\$107,363	\$9,394	\$112,731	AFSCME MID-MANAGEMENT UNIT (MM)
1010	Senior Management Analyst	105	\$7,806	\$93,671	\$8,196	\$98,355	\$8,606	\$103,273	\$9,036	\$108,436	\$9,488	\$113,858	AFSCME MID-MANAGEMENT UNIT (MM)
5005	Associate Planner	106	\$7,884	\$94,608	\$8,278	\$99,338	\$8,692	\$104,305	\$9,127	\$109,521	\$9,583	\$114,997	AFSCME MID-MANAGEMENT UNIT (MM)
7002	Associate Engineer	115	\$8,623	\$103,471	\$9,054	\$108,645	\$9,506	\$114,077	\$9,982	\$119,781	\$10,481	\$125,770	AFSCME MID-MANAGEMENT UNIT (MM)
5004	Senior Planner	117	\$8,796	\$105,551	\$9,236	\$110,829	\$9,698	\$116,370	\$10,182	\$122,189	\$10,691	\$128,298	AFSCME MID-MANAGEMENT UNIT (MM)
9001	Cable Television Supervisor	121	\$9,153	\$109,837	\$9,611	\$115,329	\$10,091	\$121,095	\$10,596	\$127,150	\$11,126	\$133,507	AFSCME MID-MANAGEMENT UNIT (MM)
5002	Community Development Manager	128	\$9,813	\$117,760	\$10,304	\$123,648	\$10,819	\$129,830	\$11,360	\$136,322	\$11,928	\$143,138	AFSCME MID-MANAGEMENT UNIT (MM)
4002	Accounting Manager	129	\$9,911	\$118,938	\$10,407	\$124,884	\$10,927	\$131,129	\$11,474	\$137,685	\$12,047	\$144,569	AFSCME MID-MANAGEMENT UNIT (MM)
6002	Municipal Services Manager	133	\$10,314	\$123,767	\$10,830	\$129,955	\$11,371	\$136,453	\$11,940	\$143,276	\$12,537	\$150,439	AFSCME MID-MANAGEMENT UNIT (MM)
3002	Community Services Manager	133	\$10,314	\$123,767	\$10,830	\$129,955	\$11,371	\$136,453	\$11,940	\$143,276	\$12,537	\$150,439	AFSCME MID-MANAGEMENT UNIT (MM)
Job ID	Current Job Title	Range	Step A	Step A	Step B	Step B	Step C	Step C	Step D	Step D	Step E	Step E	Max
3006	Senior Nutrition Specialist	14	\$3,156	\$37,876	\$3,314	\$39,770	\$3,480	\$41,758	\$3,654	\$43,846	\$3,837	\$46,038	AFSCME CLASSIFIED UNIT (CL)
8004	Maintenance Worker I	48	\$4,427	\$53,124	\$4,648	\$55,780	\$4,881	\$58,569	\$5,125	\$61,497	\$5,381	\$64,572	AFSCME CLASSIFIED UNIT (CL)
6005	Municipal Services Officer I	48	\$4,427	\$53,124	\$4,648	\$55,780	\$4,881	\$58,569	\$5,125	\$61,497	\$5,381	\$64,572	AFSCME CLASSIFIED UNIT (CL)
3011	Transit Operator	50	\$4,516	\$54,191	\$4,742	\$56,901	\$4,979	\$59,746	\$5,228	\$62,733	\$5,489	\$65,870	AFSCME CLASSIFIED UNIT (CL)
8003	Maintenance Worker II	60	\$4,988	\$59,861	\$5,238	\$62,854	\$5,500	\$65,997	\$5,775	\$69,297	\$6,063	\$72,761	AFSCME CLASSIFIED UNIT (CL)
4005	Accounting Specialist	61	\$5,038	\$60,460	\$5,290	\$63,483	\$5,555	\$66,657	\$5,832	\$69,990	\$6,124	\$73,489	AFSCME CLASSIFIED UNIT (CL)
5008	Building Permit Specialist	67	\$5,348	\$64,179	\$5,616	\$67,388	\$5,896	\$70,758	\$6,191	\$74,295	\$6,501	\$78,010	AFSCME CLASSIFIED UNIT (CL)
6004	Municipal Services Officer II	68	\$5,402	\$64,821	\$5,672	\$68,062	\$5,955	\$71,465	\$6,253	\$75,038	\$6,566	\$78,790	AFSCME CLASSIFIED UNIT (CL)
1004	Office /Personnel Assistant	69	\$5,456	\$65,469	\$5,729	\$68,743	\$6,015	\$72,180	\$6,316	\$75,789	\$6,632	\$79,578	AFSCME CLASSIFIED UNIT (CL)
1005	Administrative Assistant II	69	\$5,456	\$65,469	\$5,729	\$68,743	\$6,015	\$72,180	\$6,316	\$75,789	\$6,632	\$79,578	AFSCME CLASSIFIED UNIT (CL)
3004	Recreation Coordinator	69	\$5,456	\$65,469	\$5,729	\$68,743	\$6,015	\$72,180	\$6,316	\$75,789	\$6,632	\$79,578	AFSCME CLASSIFIED UNIT (CL)
4004	Community Services Coordinator	69	\$5,456	\$65,469	\$5,729	\$68,743	\$6,015	\$72,180	\$6,316	\$75,789	\$6,632	\$79,578	AFSCME CLASSIFIED UNIT (CL)
4003	Accounting / Payroll Specialist	72	\$5,621	\$67,453	\$5,902	\$70,826	\$6,197	\$74,367	\$6,507	\$78,085	\$6,832	\$81,989	AFSCME CLASSIFIED UNIT (CL)
8002	Maintenance Worker III	76	\$5,849	\$70,192	\$6,142	\$73,701	\$6,449	\$77,386	\$6,771	\$81,256	\$7,110	\$85,319	AFSCME CLASSIFIED UNIT (CL)
6008	Code Enforcement Officer I	81	\$6,148	\$73,772	\$6,455	\$77,461	\$6,778	\$81,334	\$7,117	\$85,401	\$7,473	\$89,671	AFSCME CLASSIFIED UNIT (CL)
7004	Engineering Technician	81	\$6,148	\$73,772	\$6,455	\$77,461	\$6,778	\$81,334	\$7,117	\$85,401	\$7,473	\$89,671	AFSCME CLASSIFIED UNIT (CL)
1102	Public Works Inspector	82	\$6,209	\$74,510	\$6,520	\$78,236	\$6,846	\$82,147	\$7,188	\$86,255	\$7,547	\$90,567	AFSCME CLASSIFIED UNIT (CL)
6009	Code Enforcement Officer II	87	\$6,526	\$78,311	\$6,852	\$82,226	\$7,195	\$86,338	\$7,555	\$90,654	\$7,932	\$95,187	AFSCME CLASSIFIED UNIT (CL)
1006	Executive Assistant	95	\$7,067	\$84,799	\$7,420	\$89,039	\$7,791	\$93,491	\$8,180	\$98,166	\$8,590	\$103,074	AFSCME CLASSIFIED UNIT (CL)
Job ID	Current Job Title	Range		urly		urly		ourly	Hou		Ho	·	Bargaining Group
3008	Delivery Worker	11	-	7.67		8.56		9.49	\$20			1.48	PART-TIME EMPLOYEES HOURLY (PT)
3005	Recreation Leader	11	\$1	7.67	\$1	8.56	\$1	9.49	\$20	.46	\$2	1.48	PART-TIME EMPLOYEES HOURLY (PT)
3010	Senior Recreation Leader	14	\$1	8.21	\$1	9.12	\$2	0.08	\$21	.08	\$22	2.13	PART-TIME EMPLOYEES HOURLY (PT)
9003	CATV Production Assistant	43	\$2	4.30	\$2:	5.52	\$2	6.79	\$28	.13	\$29	9.54	PART-TIME EMPLOYEES HOURLY (PT)
1007	Office Assistant	46	\$2	5.04	\$2	5.29	\$2	7.60	\$28	.98	\$30	0.43	PART-TIME EMPLOYEES HOURLY (PT)
8005	Maintenance Worker I	48	\$2	5.54	\$2	5.82	\$2	8.16	\$29	.57	\$3	1.04	PART-TIME EMPLOYEES HOURLY (PT)
6006	Municipal Services Officer I	48		5.54		5.82		8.16	\$29			1.04	PART-TIME EMPLOYEES HOURLY (PT)
3012	Transit Operator	50		6.05		7.36		8.72	\$30			1.67	PART-TIME EMPLOYEES HOURLY (PT)
9002	CATV Production Assistant II	53		6.84		8.19		9.59	\$30			2.63	PART-TIME EMPLOYEES HOURLY (PT)
1103	Emergency Preparedness Coordinator	55 59		8.49		9.92		1.42	\$32			4.64	PART-TIME EMPLOYEES HOURLY (PT)
6007	Municipal Services Officer II	68		1.16		2.72		4.36	\$36			7.88	PART-TIME EMPLOYEES HOURLY (PT)
6010	Code Enforcement Officer I	81		5.47		7.24		9.10	\$41			3.11	PART-TIME EMPLOYEES HOURLY (PT)
5007	Associate Planner	106		5.48		7.76		0.15	\$52			5.29	PART-TIME EMPLOYEES HOURLY (PT)
5007		100	ψτ		ψŦ		ψŰ		φ52		40.		THE TIME END FOTEED HOOKET (IT)

Resolution No. CC-2506-032 2025-2026 City-Wide Salary/Pay Schedule

CITYWIDE SALARY AND PAY SCHEDULE FISCAL YEAR 2025-26

Job ID	Current Job Title	Range	Ste	ep A	Ste	ep B	Ste	ep C	Ste	p D	Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	127	\$9,716	\$116,594	\$10,202	\$122,424	\$10,712	\$128,545	\$11,248	\$134,972	\$11,810	\$141,721	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM/Human Resources Director	164	\$14,041	\$168,487	\$14,743	\$176,912	\$15,480	\$185,757	\$16,254	\$195,045	\$17,066	\$204,797	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	146	\$11,738	\$140,858	\$12,325	\$147,901	\$12,941	\$155,296	\$13,588	\$163,061	\$14,268	\$171,214	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	146	\$11,738	\$140,858	\$12,325	\$147,901	\$12,941	\$155,296	\$13,588	\$163,061	\$14,268	\$171,214	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Communty Development	156	\$12,966	\$155,595	\$13,615	\$163,375	\$14,295	\$171,544	\$15,010	\$180,121	\$15,761	\$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	156	\$12,966	\$155,595	\$13,615	\$163,375	\$14,295	\$171,544	\$15,010	\$180,121	\$15,761	\$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	156	\$12,966	\$155,595	\$13,615	\$163,375	\$14,295	\$171,544	\$15,010	\$180,121	\$15,761	\$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
Job ID	Current Job Title	Range	Ste	ep A	Ste	ep B	Ste	ep C	Ste	p D	Step E Bargaining Group		Bargaining Group
			Ye	arly	Ye	arly	Ye	arly	Yea	arly	Ye	arly	
1001	City Manager										\$254,869 Contr		Contract

Lawndale 2025 Salary Schedule

		Sala	ary Range		
Salary Range	Step A	Step B	Step C	Step D	Step E
1	\$33,280	\$34,944	\$36,691	\$38,526	\$40,452
2	\$33,613	\$35,293	\$37,058	\$38,911	\$40,857
3	\$33,949	\$35,646	\$37,429	\$39,300	\$41,265
4	\$34,288	\$36,003	\$37,803	\$39,693	\$41,678
5	\$34,631	\$36,363	\$38,181	\$40,090	\$42,095
6	\$34,978	\$36,726	\$38,563	\$40,491	\$42,516
7 8	\$35,327 \$35,681	\$37,094 \$37,465	\$38,948	\$40,896 \$41,205	\$42,941 \$42,270
о 9	\$35,681 \$36,037	\$37,465 \$37,839	\$39,338 \$39,731	\$41,305 \$41,718	\$43,370 \$43,804
9 10	\$36,398	\$37,639 \$38,218	\$39,731 \$40,129	\$41,718 \$42,135	\$43,804 \$44,242
10	\$36,762	\$38,600	\$40,129 \$40,530	\$42,556	\$44,242 \$44,684
12	\$37,129	\$38,986	\$40,935	\$42,982	\$45,131
13	\$37,501	\$39,376	\$41,345	\$43,412	\$45,582
14	\$37,876	\$39,770	\$41,758	\$43,846	\$46,038
15	\$38,255	\$40,167	\$42,176	\$44,284	\$46,499
16	\$38,637	\$40,569	\$42,597	\$44,727	\$46,964
17	\$39,023	\$40,975	\$43,023	\$45,174	\$47,433
18	\$39,414	\$41,384	\$43,454	\$45,626	\$47,908
19	\$39,808	\$41,798	\$43,888	\$46,082	\$48,387
20	\$40,206	\$42,216	\$44,327	\$46,543	\$48,870
21	\$40,608	\$42,638	\$44,770	\$47,009	\$49,359
22	\$41,014	\$43,065	\$45,218	\$47,479	\$49,853
23	\$41,424	\$43,495	\$45,670	\$47,954	\$50,351
24	\$41,838	\$43,930	\$46,127	\$48,433	\$50,855
25	\$42,257	\$44,370	\$46,588	\$48,917	\$51,363
26	\$42,679	\$44,813	\$47,054	\$49,407	\$51,877
27	\$43,106	\$45,261	\$47,525	\$49,901	\$52,396
28	\$43,537	\$45,714	\$48,000	\$50,400	\$52,920
29	\$43,973	\$46,171	\$48,480	\$50,904	\$53,449
30	\$44,412 \$44,950	\$46,633	\$48,965	\$51,413	\$53,983
31 32	\$44,856 \$45,305	\$47,099 \$47,570	\$49,454 \$49,949	\$51,927 \$52,446	\$54,523 \$55,068
32	\$45,305 \$45,758	\$47,570 \$48,046	\$49,949 \$50,448	\$52,971 \$52,971	\$55,619
34	\$46,216	\$48,526	\$50,953	\$53,500	\$56,175
35	\$46,678	\$49,012	\$51,462	\$54,035	\$56,737
36	\$47,145	\$49,502	\$51,977	\$54,576	\$57,304
37	\$47,616	\$49,997	\$52,497	\$55,121	\$57,878
38	\$48,092	\$50,497	\$53,022	\$55,673	\$58,456
39	\$48,573	\$51,002	\$53,552	\$56,229	\$59,041
40	\$49,059	\$51,512	\$54,087	\$56,792	\$59,631
41	\$49,549	\$52,027	\$54,628	\$57,360	\$60,228
42	\$50,045	\$52,547	\$55,174	\$57,933	\$60,830
43	\$50,545	\$53,073	\$55,726	\$58,513	\$61,438
44	\$51,051	\$53,603	\$56,283	\$59,098	\$62,053
45	\$51,561	\$54,139	\$56,846	\$59,689	\$62,673
46	\$52,077	\$54,681	\$57,415	\$60,286	\$63,300
47	\$52,598	\$55,228	\$57,989	\$60,888	\$63,933
48	\$53,124 \$52,655	\$55,780 \$56,228	\$58,569	\$61,497	\$64,572 \$65,218
49 50	\$53,655 \$54,191	\$56,338 \$56,901	\$59,155 \$59,746	\$62,112 \$62,733	\$65,218 \$65,870
50 51	\$54,191 \$54,733	\$50,901 \$57,470	\$59,740 \$60,344	\$63,361	\$65,870 \$66,529
52	\$55,281	\$58,045	\$60,947	\$63,994	\$67,194
53	\$55,833	\$58,625	\$61,556	\$64,634	\$67,866
54	\$56,392	\$59,211	\$62,172	\$65,281	\$68,545
55	\$56,956	\$59,804	\$62,794	\$65,933	\$69,230
56	\$57,525	\$60,402	\$63,422	\$66,593	\$69,922
57	\$58,101	\$61,006	\$64,056	\$67,259	\$70,622
5 8	\$58,682	\$61,616	\$64,696	\$67,931	\$71,328
59	\$59,268	\$62,232	\$65,343	\$68,611	\$72,041
<mark>60</mark>	\$59,861	\$62,854	\$65,997	\$69,297	\$72,761

Lawndale 2025 Salary Schedule

64	\$60,460	\$63,483	\$66,657	\$69,990	\$73,489
61 02					
62	\$61,064	\$64,117	\$67,323	\$70,690	\$74,224
63	\$61,675	\$64,759	\$67,997	\$71,396	\$74,966
64	\$62,292	\$65,406	\$68,677	\$72,110	\$75,716
65	\$62,915	\$66,060	\$69,363	\$72,831	\$76,473
66	\$63,544	\$66,721	\$70,057	\$73,560	\$77,238
67	\$64,179	\$67,388	\$70,758	\$74,295	\$78,010
68	\$64,821	\$68,062	\$71,465	\$75,038	\$78,790
69	\$65,469	\$68,743	\$72,180	\$75,789	\$79,578
70	\$66,124	\$69,430	\$72,902	\$76,547	\$80,374
71	\$66,785	\$70,124	\$73,631	\$77,312	\$81,178
72	\$67,453	\$70,826	\$74,367	\$78,085	\$81,989
73	\$68,127	\$71,534	\$75,111	\$78,866	\$82,809
74	\$68,809	\$72,249	\$75,862	\$79,655	\$83,637
75	\$69,497	\$72,972	\$76,620	\$80,451	\$84,474
76	\$70,192	\$73,701	\$77,386	\$81,256	\$85,319
77	\$70,894	\$74,438	\$78,160	\$82,068	\$86,172
78	\$71,603	\$75,183	\$78,942	\$82,889	\$87,033
79	\$72,319	\$75,935	\$79,731	\$83,718	\$87,904
80	\$73,042	\$76,694	\$80,529	\$84,555	\$88,783
81	\$73,772	\$77,461	\$81,334	\$85,401	\$89,671
82	\$74,510	\$78,236	\$82,147	\$86,255	\$90,567
83	\$75,255	\$79,018	\$82,969	\$87,117	\$91,473
84	\$76,008	\$79,808	\$83,798	\$87,988	\$92,388
85	\$76,768	\$80,606	\$84,636	\$88,868	\$93,312
86	\$77,535	\$81,412	\$85,483	\$89,757	\$94,245
87	\$78,311	\$82,226	\$86,338	\$90,654	\$95,187
88	\$79,094	\$83,049	\$87,201	\$91,561	\$96,139
89	\$79,885	\$83,879	\$88,073	\$92,477	\$97,100
90	\$80,684	\$84,718	\$88,954	\$93,401	\$98,071
91	\$81,490	\$85,565	\$89,843	\$94,335	\$99,052
92	\$82,305	\$86,421	\$90,742	\$95,279	\$100,043
93	\$83,128	\$87,285	\$91,649	\$96,232	\$101,043
94	\$83,960	\$88,158	\$92,566	\$97,194	\$102,054
95	\$84,799	\$89,039	\$93,491	\$98,166	\$103,074
96	\$85,647	\$89,930	\$94,426	\$99,147	\$104,105
97	\$86,504	\$90,829	\$95,370	\$100,139	\$105,146
98	\$87,369	\$91,737	\$96,324	\$101,140	\$106,197
99	\$88,243	\$92,655	\$97,287	\$102,152	\$107,259
100	\$89,125	\$93,581	\$98,260	\$103,173	\$108,332
101	\$90,016	\$94,517	\$99,243	\$104,205	\$109,415
102	\$90,916	\$95,462	\$100,235	\$105,247	\$110,509
103	\$91,826	\$96,417	\$101,238	\$106,300	\$111,615
104	\$92,744	\$97,381	\$102,250	\$107,363	\$112,731
105	\$93,671	\$98,355	\$103,273	\$108,436	\$113,858
106	\$94,608	\$99,338	\$104,305	\$109,521	\$114,997
107	\$95,554	\$100,332	\$105,348	\$110,616	\$116,147
108	\$96,510	\$101,335	\$106,402	\$111,722	\$117,308
109	\$97,475	\$102,348	\$107,466	\$112,839	\$118,481
110	\$98,449	\$103,372	\$108,540	\$113,967	\$119,666
111	\$99,434	\$104,406	\$109,626	\$115,107	\$120,863
112	\$100,428	\$105,450	\$110,722	\$116,258	\$122,071
113	\$101,433	\$106,504	\$111,829	\$117,421	\$123,292
114	\$102,447	\$107,569	\$112,948	\$118,595	\$124,525
115	\$103,471	\$108,645	\$114,077	\$119,781	\$125,770
116	\$104,506	\$109,731	\$115,218	\$120,979	\$127,028
117	\$105,551	\$110,829	\$116,370	\$122,189	\$128,298
118	\$106,607	\$111,937	\$117,534	\$123,410	\$129,581
119	\$107,673	\$113,056	\$118,709	\$124,645	\$130,877
120	\$108,749	\$114,187	\$119,896	\$125,891	\$132,186
121	\$109,837	\$115,329	\$121,095	\$127,150	\$133,507
122	\$110,935	\$116,482	\$122,306	\$128,421	\$134,842
123	\$112,045	\$117,647	\$123,529	\$129,706	\$136,191
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Lawndale 2025 Salary Schedule

124	\$113,165	\$118,823	\$124,764	\$131,003	\$137,553
125	\$114,297	\$120,012	\$126,012	\$132,313	\$138,928
126	\$115,440	\$121,212	\$127,272	\$133,636	\$140,318
127	\$116,594	\$122,424	\$128,545	\$134,972	\$141,721
128	\$117,760	\$123,648	\$129,830	\$136,322	\$143,138
129	\$118,938	\$124,884	\$131,129	\$137,685	\$144,569
130	\$120,127	\$126,133	\$132,440	\$139,062	\$146,015
131	\$121,328	\$127,395	\$133,764	\$140,453	\$147,475
132	\$122,542	\$128,669	\$135,102	\$141,857	\$148,950
133	\$123,767	\$129,955	\$136,453	\$143,276	\$150,439
134	\$125,005	\$131,255	\$137,818	\$144,708	\$151,944
135	\$126,255	\$132,567	\$139,196	\$146,156	\$153,463
136	\$127,517	\$133,893	\$140,588	\$147,617	\$154,998
137	\$128,792	\$135,232	\$141,994	\$149,093	\$156,548
138	\$130,080	\$136,584	\$143,414	\$150,584	\$158,113
139	\$131,381	\$137,950	\$144,848	\$152,090	\$159,695
140	\$132,695	\$139,330	\$146,296	\$153,611	\$161,291
141	\$134,022	\$140,723	\$147,759	\$155,147	\$162,904
142	\$135,362	\$142,130	\$149,237	\$156,699	\$164,533
143	\$136,716	\$143,551	\$150,729	\$158,266	\$166,179
144	\$138,083	\$144,987	\$152,236	\$159,848	\$167,841
145	\$139,464	\$146,437	\$153,759	\$161,447	\$169,519
146	\$140,858	\$147,901	\$155,296	\$163,061	\$171,214
147	\$142,267	\$149,380	\$156,849	\$164,692	\$172,926
148	\$143,690	\$150,874	\$158,418	\$166,339	\$174,656
149	\$145,126	\$152,383	\$160,002	\$168,002	\$176,402
150	\$146,578	\$153,907	\$161,602	\$169,682	\$178,166
				+ · _ ·	· · · · ·
151	\$148,044	\$155,446	\$163,218	\$171,379	\$179,948
152	\$149,524	\$157,000	\$164,850	\$173,093	\$181,747
153	\$151,019	\$158,570	\$166,499	\$174,824	\$183,565
154	\$152,529	\$160,156	\$168,164	\$176,572	\$185,400
				• · — • • • • •	· · · · · · · · ·
155	\$154,055	\$161,757	\$169,845	\$178,338	\$187,254
156	\$155,595	\$163,375	\$171,544	\$180,121	\$189,127
157	\$157,151	\$165,009	\$173,259	\$181,922	\$191,018
158	\$158,723	\$166,659	\$174,992	\$183,741	\$192,928
159	\$160,310	\$168,325	\$176,742	\$185,579	\$194,858
				A	
160	\$161,913	\$170,009	\$178,509	\$187,435	\$196,806
161	\$163,532	\$171,709	\$180,294	\$189,309	\$198,774
162	\$165,167	\$173,426	\$182,097	\$191,202	\$200,762
163	\$166,819	\$175,160	\$183,918	\$193,114	\$202,770
164	\$168,487	\$176,912	\$185,757	\$195,045	\$204,797
165	\$170,172	\$178,681	\$187,615	\$196,996	\$206,845
166	\$171,874	\$180,468	\$189,491	\$198,966	\$208,914
167	\$173,593	\$182,272	\$191,386	\$200,955	\$211,003
168	\$175,329	\$184,095	\$193,300	\$202,965	\$213,113
169	\$177,082	\$185,936	\$195,233	\$204,994	\$215,244
170	\$178,853	\$187,795	\$197,185	\$207,044	\$217,397
171	\$180,641	\$189,673	\$199,157	\$209,115	\$219,571
172	\$182,448	\$191,570	\$201,149	\$211,206	\$221,766
	\$184,272	\$193,486	\$203,160	\$213,318	
173					\$223,984
174	\$186,115	\$195,421	\$205,192	\$215,451	\$226,224
175	\$187,976	\$197,375	\$207,244	\$217,606	\$228,486
176	\$189,856	\$199,349	\$209,316	\$219,782	\$230,771
177	\$191,754	\$201,342	\$211,409	\$221,980	\$233,079
178	\$193,672	\$203,355	\$213,523	\$224,199	\$235,409
179	\$195,609	\$205,389	\$215,658	\$226,441	\$237,763
180	\$197,565	\$207,443	\$217,815	\$228,706	\$240,141
181	\$199,540	\$209,517	\$219,993	\$230,993	\$242,542
182	\$201,536	\$211,612	\$222,193	\$233,303	\$244,968
183	\$203,551	\$213,729	\$224,415	\$235,636	\$247,418
184	\$205,587	\$215,866	\$226,659	\$237,992	\$249,892



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director
SUBJECT:	Consideration of an Urgency Ordinance to Prohibit Placement of New Utility Infrastructure within the City of Lawndale

BACKGROUND

City Staff drafted an urgency ordinance prohibiting the placement of new utility infrastructure within the jurisdictional boundaries of the City of Lawndale.

Staff is requesting that City Council impose a one (1) year moratorium on the placement and installation of new utility infrastructure. Utility infrastructure is defined in the proposed urgency ordinance as poles, wires, cables including fiber-optic cables, conduits, towers, transformers, pipes, pipelines or any other works, structures or appliances placed over, on or under land or water by a Utility Company. The proposed urgency ordinance also defines a Utility Company as a company which supplies utilities, such as gas, electricity, phones, internet, etc.

STAFF ANALYSIS

The City of Lawndale is smaller in size than many other local jurisdictions with a total area of 2.0 square miles according to the United States Census Bureau. This small area accommodates a population of about 31,121. Currently, the City staff has noticed that Utility Infrastructure has recently overrun the public right of way impeding on pedestrian walkways and the character of the City.

City staff is recommending City Council adopt a moratorium prohibiting any new Utility Infrastructure within the jurisdictional boundaries of the City of Lawndale for the period of one (1) year. This will allow staff to catalog any existing Utility Infrastructure within the public right of way and analyze how the City can best regulate the placement of any new Utility Infrastructure in a manner that preserves the City's character consistent with the General Plan.

This moratorium is necessary to ensure the prevention of further negative impacts to the community of Lawndale, and ensure the immediate preservation of the public peace, health, and safety.

ENVIRONMENTAL ASSESSMENT

The City Council finds the approval of this urgency ordinance is exempt under Sections 15060(c)(2) of the CEQA Guidelines, as the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment, and also exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1211-26 and has approved it as to form.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

It is recommended that the City Council do the following:

- A. Conduct a public hearing;
- B. Determine that Ordinance 1211-26 is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations, Title 14, Section 15060, subdivision (c)(2), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061 subdivision (b)(3) because the activity has no potential for resulting in physical change to the environment, directly or indirectly and so is not a project; and
- C. Adopt by four-fifths (4/5) vote of the City Council Urgency Ordinance No. 1211-26 prohibiting the placement of new Utility Infrastructure within the City's right of way.

Attachments

Urgency Ordinance - Utility Infrastructure Moratorium 4875-2741-0326 v.1 (002).pdf

ATTACHMENT A

ORDINANCE NO. 1211-26

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING A MORATORIUM IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937 PROHIBITING NEW UTILITY INFRASTRUCTURE WITHIN THE CITY OF LAWNDALE FOR THE PERIOD OF ONE YEAR

WHEREAS, per Article 11, Section 3 of the California Constitution, the City of Lawndale ("City") has the authority under its police power to enact regulations for the public, peace, morals and welfare of the City; and

WHEREAS, according to the United States Census Bureau, the City has a total area of 2.0 square miles with a population of about 31,121; and

WHEREAS, as a small and totally urbanized city, Lawndale has been uniquely overrun with utility infrastructure including but not limited to electric power, cable television, and telephone poles in the public right of way impeding on pedestrian walkways; and

WHEREAS, the City Council intends to preserve the community's character and protect the public's health and safety by adopting this urgency ordinance; and

WHEREAS, this urgency ordinance implements the General Plan's visions and desire for the community, is adopted in the public's interest, and is otherwise not inconsistent with federal and state law; and

WHEREAS, the City Council finds that these issues constitute a current and immediate threat to the public health, safety, and welfare, within the meaning of Government Code Section 36937, as the public's health, safety and welfare depend on the proper placement of utility infrastructure; and

WHEREAS, Government Code Section 36937, subdivision (b) authorizes the adoption of ordinances that take effect immediately for the purpose of preserving the public peace, health or safety, provided such ordinances are approved by four-fifths (4/5) vote of the City Council; and

WHEREAS, the City desires to place a one (1) year moratorium on the placement of new utility infrastructure in the City to allow staff to analyze ownership of all utility infrastructure and how the City may regulate the placement of such utility infrastructure within the public right of way; and

WHEREAS, in so doing, the City does not wish to impede the replacement of outdated or malfunctioning utility infrastructure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and determines that the recitals above are true and correct and hereby incorporated by reference.

SECTION 2. URGENCY FINDINGS.

The City Council finds as follows, pursuant to California Government Code Section 36937, subdivision (b):

- A. The preservation of the community's existing character is critical for maintaining and strengthening the public's safety, health, and welfare, as these depend on the continued vitality of a connected, engaged community that can freely access the public right of way.
- **B.** The City is small in size and overrun with utility infrastructure impeding free access to the public right of way hindering on the City's existing character.
- **C.** The City is faced with utility infrastructure under multiple ownerships and conflicting ownerships, as well as an overabundance of utility poles and utility wires that negatively impact the public safety and which must be studied and fully understood before new or additional utility infrastructure is approved, in order that the public health and safety be preserved.
- **D.** Without adopting this ordinance prohibiting the placement of new utility infrastructure on an urgency basis, the City's character and the public health and safety will be adversely impacted by the continued placement of poles, wires and cables inconsistent with the policies and standards of the General Plan harming in turn the City's aesthetic and visual character and potentially endangering the City's residents.

Based on the foregoing, the City Council finds and determines that the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36937(b), and take effect immediately upon adoption. Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared.

SECTION 3. MORATORIUM OF NEW UTILITY INFRASTRUCTURE

- **A.** Utility Infrastructure means poles, wires, cables including fiber-optic cables, conduits, towers, transformers, pipes, pipelines or any other works, structures or appliances placed over or on land or water by a Utility Company.
- **B.** Utility Company means a company which supplies utilities, such as electricity, phones, internet, etc.
- **C.** Notwithstanding any other ordinance or provision of the Lawndale Municipal Code, all new Utility Infrastructure is prohibited within the jurisdictional boundaries of the City of Lawndale.
- **D.** This prohibition does not apply to maintenance of existing Utility Infrastructure or replacement of existing Utility Infrastructure due to age, damage, or similar conditions.

- **E.** This prohibition does not apply to temporary Utility Infrastructure for construction of new development.
- **F.** This prohibition does not apply to Utility Infrastructure that would remove poles or wires and replace them with underground conduit, as such does not create the aesthetic and visual impacts or the potential impacts on health and safety of above-ground poles and wires.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Council finds the approval of this urgency ordinance is exempt under Sections 15060(c)(2) of the CEQA Guidelines, as the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment, and also exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this urgency ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this urgency ordinance without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. ADOPTION

The City Clerk shall certify to the passage and adoption of this urgency ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted.

SECTION 7. EXPIRATION

This ordinance shall take effect upon publication, and shall remain in effect for a period of one (1) year from the date of adoption, unless earlier rescinded by the adoption of another ordinance.

SECTION 8. PUBLICATION

The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 16th day of June 2025.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced and adopted the foregoing Urgency Ordinance No. 1211-26 at its regular meeting held on the 16th day of June 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory Murphy, City Attorney



CITY OF LAWNDALE

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

DATE:	June 16, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Raylette Felton, Deputy City Manager/Director of Human Resources
SUBJECT:	Citywide Customer Service Training

BACKGROUND

At the April 21, 2025, City Council meeting, Councilmember Bernadette Suarez requested an item to be agendized regarding the customer service training provided to City staff on best practices to navigating workplace challenges and situations.

STAFF REVIEW

The City of Lawndale provides regular training to employees on an annual or semi-annual basis. As a member of the California Joint Powers Insurance Authority (CJPIA), a municipal risk management self-insurance pool, the City has access to a wide variety of training opportunities. These trainings are available online, via webinar, or through in-person sessions that can be customized to meet the specific needs of the City, often at little or no cost.

Over the years, the City has offered various customer service focused training's emphasizing the importance and value of quality service, effective communication with coworkers and the public, and conflict resolution. In recent years, the City has hosted the following customer service trainings through CJPIA:

- Library Security for Better Communication & Safer Facilities June 2019
- Principles of Customer Contact February 2020
- Customer Service: Code of Quality Services Virtual April 2021
- Practical Challenges of Working in a Fishbowl for Public Employees January 2022
- Tactical Communication: Tools for Service & Safety in the Field February 2022
- Library Service, Safety, and Security Virtual February 2024

In the coming months, the City will be hosting a customer service training scheduled for June 25, 2025, followed by another training in September 2025. Both trainings are designed for public sector employees and will focus on providing employees with strategies to enhance communication (phone, electronic and inperson communications), problem-solving, professionalism, and the overall quality of customer service.

LEGAL REVIEW

The City Attorney's office has reviewed and approved this report.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends City Council receive this report and/or provide further direction, if necessary.

Attachments

Customer Service Training Description.pdf

ATTACHMENT A



Customer Service: A Team Effort

Description

Delivering exceptional customer service is not just a skill, it's practice that serves the needs of the client and the organization. Drawing inspiration from industry leaders in the public and private sectors, this engaging and practical course equips participants with strategies to enhance communication, problem-solving, and professionalism. Tailored for public sector professionals, this session provides actionable tools to foster a culture of service excellence while empowering employees to meet customer expectations.

Topics Covered:

- Learn Best Practices: Discover customer service techniques which are relatable and actionable.
- Enhance Communication: Master phone, electronic, and in-person communication skills to build customer centered relationships.
- Foster Team Collaboration: Understand how teamwork elevates the customer service experience.
- Proactive Problem-Solving: Develop critical thinking to identify and address issues before they escalate.
- Empower Employees: Recognize individual contributions and inspire a sense of ownership in customer interactions.
- Actionable Insights: Set goals and create personalized plans to implement lessons learned.

This course is ideal for organizations seeking to cultivate a customer-focused culture, improve customer centered team dynamics, and provide long-term exceptional service.

Library Service, Safety, and Security -Virtual

Description

This training covers the dos and do nots of handling challenging, entitled, or even threatening patrons, including the homeless, mentally ill, gang members, thieves, Internet hogs, and others who want to disrupt the library. This training offers practical and realistic tools that will make your facility a better, safer place to work. Mixed with his use of humor, a law enforcement office shares his real-life experiences. Learn safe workplace behaviors, security measures, and how to activate your high-risk customer service skills.

Once your Training Registrar has scheduled you for this training, you may access the training by going to cjpia.org and clicking on the "myJPIA Training" button. Enter the email address associated to your account then enter your password and click on the "Sign In" button. Click on the "Reset Your Password" button to acquire or reset your password. From the Homepage, click on "Calendar" and use the arrows next to the month to find the day of the event (training). Once located, click on the "training title", a pop-up window will appear, and you are ready to launch it.

Topics Covered

- Our New Safety and Security Motto
- Our Need for Consistent Security Themes
- The New Library Environment
- What is Workplace Violence?
- Perpetrators of Workplace Violence
- The List Challenging Patrons (and Their Beasts)
- Challenging Patrons Exercise
- Real Codes of Conduct
- Our Library Security Plan
- Interacting With the Police
- Creative Customer Service
- Verbal Judo the L.E.A.P.S. Model
- Continued Homeless or Mentally Ill Patron Management
- Challenging Patron Role Plays

Principles of Customer Contact

Description

Many citizens have become more vocal, confrontational, and even intrusive. This training provides participants with real-world tools, tips, and techniques for connecting with the public even in the most challenging of situations.

If you are a person with a disability and need an accommodation to participate, please contact the California JPIA training division by email, training@cjpia.org, within two business days of the training date, noting that the Authority is closed on Fridays.

Topics Covered

- Techniques for Connecting With the Public
- Learn Influential, Practical, and Compelling Ways to Convey Your message
- Contain and Control an Encounter
- Avoid Conflict

Practical Challenges of Working in a Fishbowl for Public Employees

Description

It used to be simple. You came to work, did your job, put in a full day's work for a full day pay, and then go home. Now, government employees are under extreme public scrutiny, and it is almost impossible to open a newspaper or catch the news without hearing the public questioning their motives and wondering if they are doing a good enough job or just abusing the system.

If you are a person with a disability and need an accommodation to participate, please contact the California JPIA training division by email. training@cjpia.org within two business days of the training date, noting that the Authority is closed on Fridays.

Topics Covered

- Unique Issues facing Municipal Employees
- Interacting with Co-Workers and the Public
- Customer Service Issues
- Courtesy in the Workplace
- Bullying and Hazing
- Workplace Violence and Safety

Tactical Communication for Enforcement Activities: Tools for Service and Safety in the Field - Virtual

Description

This course helps employees who enforce (including sworn law enforcement, code enforcement, comunity service officers and building inspectors) to communicate more effectively with the wide variety of people they come into contact within the field, during follow up inquiries, over the phone, and under various low and high stress encounters. The focus is both on tactical communications during field encounters (which emphasizes both officer safety and good service skills) and recognizing the necessary diversity awareness in their communities.

Once your Training Registrar has scheduled you for this training, you may access the training by going to cjpia.org and clicking on the "myJPIA Training" button. Enter the email address associated to your account then enter your password and click on the "Sign In" button. Click on the "Reset Your Password" button to acquire or reset your password. From the Homepage, click on "Calendar" and use the arrows next to the month to find the day of the event (training). Once located, click on the "training title", a pop-up window will appear, and you are ready to launch it!

Topics Covered

- Diversity Awareness: Age, Race, Gender and Cultural Differences
- Active, Empathetic Listening
- Police and Customer Service Awareness Moments of Truth
- Avoiding Citizen Complaints the Ingredients for an Investigation
- Group Role plays with Feedback
- High Stress Communication Tools
- Internal Communications Giving Each Other Feedback
- Respecting Chain of Command
- Communication Failures Lawsuit Scenarios
- Officer Safety
- Verbalization Techniques During Arrests
- Stress Management Tactical Breathing, Anger Mastery and Critical Incident Stress Debriefing
- When to Be a Warrior, When to Be a Protector

Code of Quality Service - Virtual

Description

This training is designed for taxpayer-contact employees who want to understand how and why the concepts of excellent customer service have evolved. Every government organization is dealing with budget cuts, fewer staff members, and more work. The taxpayer requires excellent service, so how do we do more for them with less? This session helps employees understand critical service concepts like Moments of Truth, Cycles of Service, Service Blueprints, and Service Recovery. It features a discussion of the Code of Quality Service, a set of 10 employee behaviors that can make employees work easier, more fun and more relevant to the service needs of today's taxpayer.

Once your Training Registrar has scheduled you for this training, you may access the training by going to cjpia.org and clicking on the "myJPIA Training" button. Enter the email address associated to your account then enter your password and click on the "Sign In" button. Click on the "Reset Your Password" button to acquire or reset your password. From the Homepage, click on "Calendar" and use the arrows next to the month to find the day of the event (training). Once located, click on the "training title", a pop-up window will appear, and you are ready to launch it!

Topics Covered

- The History of Service Management (Including: The Total Quality Management Movement, The Influence of Other Countries, and Leading U.S. Companies Known for Service Excellence)
- Moments of Truth and its Critical Importance in Providing Good Service
- The Service Blueprint to Correct Service Process Errors
- How and When to Use Service Recovery Techniques
- The Three Service Roles
- How to Deal with Difficult Taxpayers
- The Sins of Internal and External Service
- Avoiding Job Burnout and Apathy
- Defining the Customer Value Model from the Taxpayers Perspective
- The 10 Behaviors in the Code of Quality Service

Customer Service & De-Escalation for Public Agencies: Strategies for Success

Description

Public agency employees are often the community members' first impression of the city, which makes customer service skills essential. Customer service is inextricably intertwined with being a

public servant. Local businesses, residents, and community leaders often feel that because their tax dollars pay public servant salaries they have an unwritten contract that requires agency employees to be responsive to their needs. This session was designed with public agencies for public servants like yours. Building public trust and overcoming negative perceptions about public servants are the byproduct of effective customer service. Too many customer service sessions focus on broad principles without understanding the context public servants experience.

This session will focus on providing participants with the necessary skills to improve the quality of customer service for both external and internal customers. While we all want to have interactions with community members that are smooth, flowing and productive it is inevitable that we will face a "heated" situation fraught with frustration and anger. It is necessary to find a way to treat community members with respect and give them opportunities to be heard. That is where deescalation strategies are a necessity. This session will focus on empowering you with the skills to transfer your sense of calm and genuine interest to the person you're interacting with so you can understand the root cause of the situation, and build trust with the individual.

SAFE WORKPLACES: LIBRARY SECURITY - BETTER COMMUNICATION, SAFER FACILITIES

Description

This training covers the do's and don'ts of handling challenging, entitled, or even threatening patrons, including the homeless, mentally ill, gang members, thieves, Internet hogs, and others who want to disrupt the library. This training offers practical and realistic tools which will make your facility a better, safer place to work. Enjoy Steve's real-life experiences as a law enforcement officer, mixed with his use of humor. Learn safe workplace behaviors, security measures, and how to activate your "high risk" customer service skills.



CITY OF LAWNDALE

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

SUBJECT:	Letter Requesting Funding for Lawndale Youth Development Center Project
PREPARED BY:	Raylette Felton, Deputy City Manager/Director of Human Resources
FROM:	Dr. Sean M. Moore, City Manager
TO:	Honorable Mayor and City Council
DATE:	June 16, 2025

BACKGROUND

Mayor Pro Tem Pat Kearney requested an agenda item for City Council's review and discussion regarding submitting a letter to the state legislator to request funding for the Lawndale Youth Development Center and Skatepark Project.

STAFF REVIEW

The Lawndale's Youth Development Center and Skatepark Project will serve as a vital resource, development, and recreational facility for local youth, while also providing office space for City departments. The estimated construction cost is approximately \$11,477,180. To date, the City has secured \$9,745,000, leaving a funding gap of \$1,732,180. Attached is a draft letter for City Council's review and consideration, requesting additional funding to complete the project. The City Council may approve the letter as presented or make modifications as needed.

LEGAL REVIEW

The City Attorney has reviewed the staff report and approved as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council review the draft letter to be addressed to state legislators requesting assistance in obtaining funding for the Lawndale Youth Development Center and Skatepark Project and/or provide further direction as appropriate.

Attachments

Attachment A - Ltr State Legistlator YDC.pdf

ATTACHMENT A

June __, 2025

The Honorable Laura Richardson United States Senator, District 35 1021 O Street, Suite 7340 Sacramento, CA 95814

Dear Senator Richardson:

On behalf of the Lawndale City Council, we respectfully request your support in securing funding for the construction of a new **Youth Development Center and Skatepark Project** for local Lawndale youth.

The City of Lawndale's Youth Development Center and Skatepark Project will feature a new 30,000 square foot, two story building with a secured parking, along with interior and exterior improvements. This innovative project uniquely combines city office space, a teen resource center, and a skatepark on one property. It will provide local youth with much needed access to programs, services, and recreational activities designed to promote personal growth and development in a safe, clean and supportive environment. This project is a critical investment for our city, addressing the current shortage parks, recreational facilities, and youth-oriented opportunities within our community.

The estimated construction cost for this project is currently \$11,477,180. To date, the City has secured \$9,745,000 in funding from a combination of state, federal and local sources, including a California Natural Resources Agency grant (\$4,000,000), a Community Project Funding grant (\$4,000,000), a Los Angeles County Technical Assistance Program Allocation (\$285,000), and a Los Angeles County Recreation, Parks and Open Space Measure A Annual Allocation (\$180,000). Despite these secured funds, a \$2 million funding gap stays, and the City is actively seeking additional resources to fully fund and complete the project's construction.

On behalf of the Lawndale City Council, thank you for your consideration of the City of Lawndale's request for funding for the new **Youth Development Center and Skatepark Project**. We would be pleased to supply any other information that you may need to process this request. Thank you for your time and consideration. We look forward to your response.

Sincerely,

Robert Pullen-Miles Mayor

Sirley Cuevas Councilmember Bernadette Suarez Councilmember Pat Kearney Mayor Pro Tem

Francisco M. Talavera Councilmember June __, 2025

The Honorable Tina McKinnor Assemblymember, District 61 1021 O Street, Suite 5520 P.O. Box 942840 Sacramento, CA 94249-0061

Dear Assemblymember McKinnor:

On behalf of the Lawndale City Council, we respectfully request your support in securing funding for the construction of a new **Youth Development Center and Skatepark Project** for local Lawndale youth.

The City of Lawndale's Youth Development Center and Skatepark Project will feature a new 30,000 square foot, two story building with a secured parking, along with interior and exterior improvements. This innovative project uniquely combines city office space, a teen resource center, and a skatepark on one property. It will provide local youth with much needed access to programs, services, and recreational activities designed to promote personal growth and development in a safe, clean and supportive environment. This project is a critical investment for our city, addressing the current shortage parks, recreational facilities, and youth-oriented opportunities within our community.

The estimated construction cost for this project is currently \$11,477,180. To date, the City has secured \$9,745,000 in funding from a combination of state, federal and local sources, including a California Natural Resources Agency grant (\$4,000,000), a Community Project Funding grant (\$4,000,000), a Los Angeles County Technical Assistance Program Allocation (\$285,000), and a Los Angeles County Recreation, Parks and Open Space Measure A Annual Allocation (\$180,000). Despite these secured funds, a \$2 million funding gap stays, and the City is actively seeking additional resources to fully fund and complete the project's construction.

On behalf of the Lawndale City Council, thank you for your consideration of the City of Lawndale's request for funding for the new **Youth Development Center and Skatepark Project**. We would be pleased to supply any additional information that you may need to process this request. Thank you for your time and consideration. We look forward to your response.

Sincerely,

Robert Pullen-Miles Mayor Pat Kearney Mayor Pro Tem

Sirley Cuevas Councilmember Bernadette Suarez Councilmember Francisco M. Talavera Councilmember



CITY OF LAWNDALE

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

DATE:	June 16, 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.