

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, July 7, 2020**

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

**Manuel “Manny” Avila**  
Mayor

**Graciela Ortiz**  
Vice Mayor

**Karina Macias**  
Council Member



**Marilyn Sanabria**  
Council Member

**Eduardo “Eddie” Martinez**  
Council Member

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

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

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

**PLEASE NOTE**--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

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

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

**Public Comment**

*Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.*

*In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at [www.hpca.gov](http://www.hpca.gov).*

*PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at [publiccomment@hpca.gov](mailto:publiccomment@hpca.gov) or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.*

*The City of Huntington Park thanks you in advance for your cooperation.*

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

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

## **Additions/Deletions to Agenda**

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

## **Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

Mayor Manuel "Manny" Avila  
Vice Mayor Graciela Ortiz  
Council Member Karina Macias  
Council Member Marilyn Sanabria  
Council Member Eduardo "Eddie" Martinez

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S)**

1. Special Recognition to Havanna San Juan Barberia for its 50<sup>th</sup> Anniversary as a Business in the City of Huntington Park

## **PUBLIC COMMENT**

*Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.*

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

## **STAFF RESPONSE**

## **RECESS TO CLOSED SESSION**

## **CLOSED SESSION**

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2) [One matter]
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(1)(d) Name of case: Humberto Lozano  
(deceased) v City of Huntington Park Claim No. 16-126100

### RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

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

### **OFFICE OF THE CITY CLERK**

1. **Approve Minute(s) of the following City Council Meeting(s):**
  - 1-1. **Special City Council Meeting held on June 11, 2020**
  - 1-2. **Regular City Council Meeting held June 16, 2020**

### **FINANCE**

2. **Approve Accounts Payable and Payroll Warrant(s) dated July 7, 2020**

### **PUBLIC WORKS**

3. **CONSIDERATION AND APPROVAL AUTHORIZING SUBMITTAL OF PROPOSITION 68 GROUNDWATER TREATMENT AND REMEDIATION GRANT PROGRAM APPLICATION**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines per Section 15061 (b)(3), the "General Rule"; and

2. Authorize staff to proceed with necessary work to draft and complete the Proposition 68 Groundwater Treatment and Remediation Grant Program Application; and
3. Designate the City Manager to sign the application.
4. **APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-05 HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENTS**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by Elecnor Belco Electric, Inc. (Belco) for the construction of CIP 2018-05 Huntington Park Signal Synchronization & Bus Speed Improvements (Project); and
2. Authorize staff to execute the "Notice of Completion" (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$50,696.53 to Elecnor Belco Electric, Inc. after 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

5. **CONSIDERATION AND APPROVAL OF THE REALLOCATION OF FUNDS AND ALLOCATION AND APPROPRIATION FOR THE EXPENSE OF IMPORTED WATER**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a budget transfer for Fiscal Year 2019-2020 in the amount of \$514,473 from Account No. 681-8030-461.73-10 (Improvements) to Account No. 681-8030-461.41-00 (Water Supply); and
2. Authorize the City Manager to execute the remaining invoices to Central Basin Municipal Water District.

6. **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract agreement with the Los Angeles Conservation Corps as part of CIP 2018-08 Huntington Park Greenway Project for a not-to-exceed amount of \$69,585.43 payable from Account No. 152-6010-451.73-10; and
  2. Authorize the City Manager to execute the contract agreement.
7. **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the construction contract to Onyx Paving Company, Inc. for the construction of CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project as the lowest responsive, responsible bidder for a not-to-exceed amount of \$296,000 payable from Account No.111-8020-432.76-03; and
2. Authorize the City Manager or designee to execute the construction contract agreement.

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Eduardo “Eddie” Martinez**

**Council Member Marilyn Sanabria**

**Council Member Karina Macias**

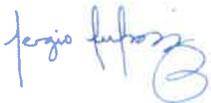
**Vice Mayor Graciela Ortiz**

**Mayor Manuel “Manny” Avila**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, July 21, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 3rd day July 2020.



Sergio Infanzon, Acting City Clerk

**ITEM 1**

**SPECIAL CITY COUNCIL MEETING MINUTES HELD ON JUNE 11, 2020**

**REGULAR CITY COUNCIL MEETING MINUTES HELD JUNE 16, 2020**



## MINUTES

### **Special Meeting of the City of Huntington Park City Council Thursday, June 11, 2020**

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 5:04 p.m. on Thursday, June 11, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

**PRESENT:** Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

**CITY OFFICIALS/STAFF:** Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Araceli Almazan, Legal; Raul Alvarez, Assistant City Manager; Sergio Infanzon, Director of Community Development/Acting City Clerk; **ABSENT:** Cynthia Norzagaray, Director of Parks & Recreation; Nita McKay, Director of Finance & Administrative Services; Cesar Roldan, Director of Public Works.

### INVOCATION

Invocation was led by Council Member Martinez.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

### PUBLIC COMMENT –

A representative from the business "Dream Maker" talked about the importance of being invited to all the council meetings. She stated that all the small businesses located on Pacific Boulevard didn't have resources, and didn't receive any information about the help from the city. She also requested help from the city with publicity and the information about the loans. She stated that she was representing many of the small businesses and that they have formed a group called united small business. She mentioned they were struggling due to the COVID-19 situation and felt that they needed to be heard. The representative asked to have a conference with all of the councilmembers so business owners could share their concerns. The representative requested a letter from the city to the landlords asking them to help them with their rent.

Alejandro Melendi (business owner) – Mr. Melendi mentioned that changing the name from microbusiness to small business will affect those businesses that have less than 3 employees and all microbusiness will be affected. He also stated that 95% of those microbusinesses haven't received any type of federal funding.

Yohanna Ruvalcaba (business owner) – She stated that she had a high rent and she needed help from the City.

Gloria Rivera (business owner) – Miss Rivera stated that she applied to different loans and didn't qualify because she only had one person on the payroll. She asked the city to do more publicity so people know that they are open.

Chamber of Commerce (business owner) – Leticia Martinez mentioned that most of the businesses in Huntington Park are microbusinesses and need help. She also stated that she heard that out of the \$250,000 allocated, only \$50,000 were allocated for administration, but then she saw that \$25,000 are secured for administration so she asked for a clarification to provide the exact amount available for the small business to apply. She also mentioned that she doesn't understand why the loans will be used to stabilize or expand current businesses, she didn't see how under the current economic times that would be possible. The Chamber of Commerce is asking council to consider keeping the microloan vs including other businesses due to the unlimited amount of funds.

Ahmed Hassanin (business owner) – Mr. Hassanin stated that he has been in Huntington Park for 20 years as a business owner and this has been the hardest moment. He stated he was a microbusiness and needed help. He asked the Council to consider to keep the loans for microbusinesses of less than 5 employees. He also stated that he would like to come back and meet with the councilmembers and share some ideas about how to improve the boulevard.

**STAFF RESPONSE** – Mr. Reyes stated that the item to be considered at the meeting was the housing assistance program being developed by the City and not the small businesses program. The microbusinesses are still eligible under the small business program so they will not be left out. The City continues working on the small business program to make it fair for everyone and once is ready the City will release the application.

Council Member Sanabria had a question about the eviction moratorium and Mr. Reyes responded that the City under the emergency proclamation approved an eviction moratorium for commercial and residential. He also stated that if anyone was experiencing any formal eviction, to contact the Community Development Department for assistance.

Council Member Martinez asked if the eviction moratorium was until the end of June and Mr. Reyes responded that the emergency proclamation didn't have an expiration date and was going to continue until changes were made by Council.

Vice Mayor Ortiz stated that she was going to make comments or questions during the public hearing or when the item in the agenda was under discussion by the City Council.

## REGULAR AGENDA

### **CITY MANAGER**

#### **1. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER THREE TO THE FY 2019-20 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE (CDBG-CV) FUNDS**

City Manager announced the item and introduced Renea Ferrell to present the item.

**Mayor Avila opened the public hearing:**

### PUBLIC COMMENT

Leticia Martinez (Chamber of Commerce) stated that there are 2000 businesses registered in the City, and according to the presentation by Miss Renea only 20 businesses will be eligible for a \$10,000 forgivable loan, she asked if there was any way to change that so more businesses could get help. Limiting to 20 was not going to cut it for all the small businesses you have in the City. She also asked why bringing the issue about the small business description to Council to vote if the City was still working on it.

Alejandro Melendi (business owner) talked about the 20 loans being not enough for the businesses in the City, he also asked the City Council to allocate funds from other sources to help them.

Business Owner from June Maker talked about reducing the amount of the loan to help more small businesses. She also stated that the businesses are interested in participating and access the information for the meetings.

Joana Ruvalcaba (business owner) stated that every business pays different amount of rent, therefore, one option to help the businesses is to allocate the amount of the loan based on the amount of rent businesses pay.

Ahmed Hassanin (business owner) asked the City Council to help the small businesses.

Vice Mayor Ortiz made a point of clarification and stated that they were not voting on the small business loan program. She clarified that the City Council was voting to modify the amount the Salvation Army was going to receive to manage the Homeless vouchers program, and adding to microenterprise the term small businesses and the CDBG administration amount. There are still concerns the City has to address and the City Council is not voting on the small business program but just to add the small business to the criteria.

**Mayor Avila closed the public hearing:**

Council Member Sanabria stated that Council is listening and working to help everyone in the City and at this point they are just voting on the homeless program and adding the small business component.

**Motion:** Vice Mayor Ortiz moved to approve the substantial amendment number three to the Fiscal Year 2019-2020 Annual Action Plan (AAP) for Community Development Block Grant Coronavirus response (CDBG-CV), seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

**ROLL CALL:**

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz  
and Mayor Avila  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

**2. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO LOCAL EMERGENCY PROCLAMATION**

Assistant City Manager Raul Alvarez presented the item:

**Motion:** Council Member Sanabria moved to approve the first amendment to local emergency proclamation, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

**ROLL CALL:**

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz  
and Mayor Avila  
NOES: Council Member(s): None  
ABSENT: Council Member(s): None

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS**

Acting City Clerk Sergio Infanzon stated that a correction needed to be made and that the local emergency eviction moratorium for the City of Huntington Park ended on May 31, 2020, however, the City was still abiding by the eviction moratorium from the Los Angeles County that is in effect until the end of the month.

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

Council Member Macias thanked Director Infanzon, staff and business owners for attending the meeting. She also stated that they try to divide the funds as much as possible to help and provide resources. We understand the situation is difficult but we are trying to help as much as possible.

Council Member Martinez thanked Director Infanzon and acknowledged all the small business attending the meeting today and encouraged everyone to participate and continue voicing their concerns.

Council Member Sanabria thanked all the people who attended the meeting, asked everyone to visit the City's website and get the latest information on the decisions the City is making. She stated that Council is here to help and her business card is always available. She also thanked Director Infanzon for the good work he is doing. She encouraged everyone to complete their census form and return it as soon as possible.

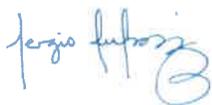
Vice Mayor Ortiz thanked the business owners and let them know that the Council Members always listen to everyone. She stated that we are living a very difficult time and there are different needs for everyone, not just the small businesses are in need of financial assistance, there are families that are living in the streets and they need food, and housing. She stated that small businesses are very important because they are the foundation of our economic plan, but the reality is that the federal government didn't give us what we needed, we have a small pot and we have to divide it for; housing, food, and businesses. She also mentioned that her business card is available and invited the attendees to call or email her to figure out what is realistic for the small businesses.

Mayor Avila thanked all businesses attending the meeting and mentioned that the City Council is listening and if they have an opportunity to help them, they will do it. He also encouraged everyone to continue participating.

## **ADJOURNMENT**

Mayor Avila adjourned the meeting at 6:01 p.m. in the name of all the Class 2020 Graduates, to a Regular Meeting on Tuesday, June 16, 2020 at 6:00 P.M.

Respectfully submitted,



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Sergio Infanzon  
Acting City Clerk



## **MINUTES**

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, June 16, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, June 16, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

**PRESENT:** Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

**CITY OFFICIALS/STAFF:** Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Cosme Lozano, Chief of Police; Araceli Almazan, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Nita McKay, Director of Finance & Administrative Services; Cesar Roldan, Director of Public Works; **ABSENT:** Cynthia Norzagaray, Director of Parks & Recreation.

### **INVOCATION**

Invocation was led by Vice Mayor Ortiz.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Macias

### **PRESENTATIONS**

Mayor Avila presented certificates of recognition to different members of the community to celebrate the "Hispanic Heritage Month". The Council Members will deliver the certificates to the awardees outside the City Council chambers at a later date due to the COVID-19.

Mayor Avila asked Councilmember Martinez to present and read a proclamation to celebrate "Pride Month".

### **PUBLIC COMMENT**

No Public Comment Cards were submitted by the public.

**STAFF RESPONSE** – City Manager Ricardo Reyes reported that the City received inquiries from Safe and Sane Fireworks representatives regarding the ability to establish fireworks stands in the City for this year. Mr. Reyes read and submitted a formal written

statement to clarified that no applications were received by the April 15, deadline as established by the municipal ordinance 2019-974 adopted by City Council on June 4, 2019. Mr. Reyes stated that there was a misunderstanding by the fireworks representatives that the deadline period run from April 1<sup>st</sup> through May 15<sup>th</sup>. Mr. Reyes stated that this was incorrect. He also stated that when the City Council first considered the fireworks ordinance amendments on May 7, 2019, there was a corrected agenda report item for item No. 6, which established the deadline of April 15<sup>th</sup>.

Mr. Reyes also stated that the adjournment date on the minutes, included in the agenda for City Council approval, stated July, but it should be June 16.

### **CLOSED SESSION**

At 6:12 p.m. City Attorney Araceli Almazan, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(1)(d)  
Name of case: Humberto Lozano (deceased) v City of Huntington Park  
Claim No. 16-126100

At 6:42 p.m., Mayor Avila reconvened to open session with all Council Members present.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Aracely Almazan announced all five Council Members were present and briefed on closed session item 1. 1). No final action was taken, nothing to report.

### **CONSENT CALENDAR**

**Motion:** Council Member Sanabria moved to approve the consent calendar from the June 2, Regular Meeting, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

### **OFFICE OF THE CITY CLERK**

1. **Approve Minute(s) of the following City Council Meeting(s):**
  - 1-1. Regular City Council Meeting held June 2, 2020

### **FINANCE**

2. **Approve Accounts Payable and Payroll Warrant(s) dated June 16, 2020**

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**CITY MANAGER**

**3. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT**

City Manager Ricardo Reyes presented the item.

**Motion:** Mayor moved to approve the second amendment to Prime Strategies LLC Professional Services Agreement, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

**ROLL CALL:**

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

**4. APPOINTMENTS OF CITY COUNCIL MEMBERS TO THE VARIOUS OUTSIDE COMMITTEES.**

City Manager Ricardo Reyes announced the item and introduced Acting City Clerk Sergio Infanzon to present the Item.

**Motion:** Vice Mayor Ortiz moved to have Mayor Avila as the Initial Appointment and Council Member Macias as the Alternate to the Los Angeles County Sanitation District, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

**ROLL CALL:**

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

**FINANCE**

**5. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (“IBANK”) FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

City Manager Ricardo Reyes announced the item.

**Motion:** Council Member Sanabria moved to approve a resolution authorizing the submission of an application to the California Infrastructure and Economic Development Bank for financing a capital improvement project, authorizing the incurring of an obligation payable to Ibank for the financing of a capital improvement project if Ibank approves said application, declaration of official intent to reimburse certain expenditures from the proceeds of an obligation, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

## HUMAN RESOURCES

### 6. CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)

City Manager Ricardo Reyes presented the item.

**Motion:** Mayor Avila moved to approve a Memorandum of Understanding between the City of Huntington Park and the Huntington Park Police Management Association, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

## COMMUNITY DEVELOPMENT

### 7. CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR TRANSIT ORIENTED DISTRICT OVERSIGHT SUPPORT SERVICES BY AND BETWEEN ECO-RAPID AND THE CITY OF HUNTINGTON PARK

City Manager Ricardo Reyes presented the item and Council Member Karina Macias Recused herself from voting on this item as the Chair of the Eco-Rapid Transit and left the Council Chambers during the discussion and voting of the item.

**Motion:** Council Member Sanabria moved to approve an agreement for a transit oriented district oversight support services by and between Eco-Rapid and the City, seconded by Vice Mayor Ortiz, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

## **PUBLIC WORKS**

### **8. CONSIDERATION AND APPROVAL OF DYNAMIC WELL VIDEO INVESTIGATION, SEDIMENT REMOVAL AND SPOT REPAIRS AS PART OF WELL 16 START UP**

City Manager Ricardo Reyes announced the item and introduced the Director of Public Works Cesar Roldan to present the item.

**Motion:** Council Member Sanabria moved to approve the dynamic well video investigation, sediment removal, and spot repairs as part of the Well 16 start up, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

### **END OF REGULAR AGENDA**

### **DEPARTMENTAL REPORTS** (Information only)

City Manager Ricardo Reyes reported that on June 18<sup>th</sup> in partnership with the Los Angeles Dodgers Foundation a food and toy distribution was going to take place. City expected more than 300 participants. Mr. Reyes invited the public to join and participate.

**WRITTEN COMMUNICATIONS** – None.

### **COUNCIL COMMUNICATIONS**

Council Member Martinez thanked the staff. He also announced that the City was going to have a Census Caravan and reach out to the census tracts with a low response rate. He also encouraged everyone to participate and get counted and provided information on how to report illegal fireworks activities, reminded everyone to support small business and wished the Mayor and every father out there, Happy Father's Day.

Council Member Sanabria also reminded everyone about the Census Caravan for Wednesday, June 18, and ask everyone listening or watching the meeting to complete their census form. She also wished everyone a Happy Father's Day.

Council Member Macias thanked all the employees for their work during the COVID-19 period. She reminded everyone about the census and how important is to complete the forms and return it. She wished a Happy Father's Day to her father, Mayor Avila and all of those single mothers that play the role of father and mother at the same time.

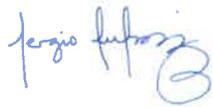
Vice Mayor Ortiz reminded everyone watching that the City have a graduation stage on miles that will be there for the rest of the month of June. She asked to practice social distancing when taking pictures on the stage. She thanked the police department for being available to the schools and help them with the different ways they decided to conduct their graduations. She wished all the fathers present a Happy Father's Day and stated that she also needed to buy flowers to her mother on Sunday.

Mayor Avila invited everyone to participate at the Census Caravana. He adjourned the meeting in the name of all the fathers in the city.

### **ADJOURNMENT**

Mayor Avila adjourned the meeting at 6:55 p.m., to a Regular Meeting on Tuesday, July 7, 2020 at 6:00 P.M.

Respectfully submitted,



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Sergio Infanzon  
Acting City Clerk

**ITEM 2**

**APPROVE ACCOUNTS PAYABLE AND PAYROLL WARRANTS DATED JULY 7, 2020**



## City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		



CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAPT CONSULTING, INC.	23200B	287-8057-432.61-20	TOWELS-USED OIL RECYCLING	2,300.31
ALVAREZ-GLASMAN & COLVIN	2020-04-19419	111-0220-411.32-70	ADMIN LEGAL SRVCS 4/2020	\$2,300.31
	2020-04-19420	111-0220-411.32-70	ADMIN LEGAL SRVCS 4/2020	24,850.69
	2020-04-19421	745-9031-413.32-70	CLERK LEGAL SRVCS 4/2020	140.50
	2020-04-19422	745-9031-413.32-70	CLERK LEGAL SRVCS 4/2020	881.19
				480.00
				\$26,352.38
ALVARO ENCARNACION	2022705612	111-8010-431.15-25	BOOT REIMBURSEMENT FY 19/20	18.73
	2022705612	111-8020-431.15-25	BOOT REIMBURSEMENT FY 19/20	46.82
	2022705612	111-8022-419.15-25	BOOT REIMBURSEMENT FY 19/20	9.36
	2022705612	111-8023-451.15-25	BOOT REIMBURSEMENT FY 19/20	9.36
	2022705612	111-8024-421.15-25	BOOT REIMBURSEMENT FY 19/20	9.36
	2022705612	222-8010-431.15-25	BOOT REIMBURSEMENT FY 19/20	56.18
	2022705612	535-8016-431.15-25	BOOT REIMBURSEMENT FY 19/20	37.45
				\$187.26
AMAZON.COM SERVICES, INC.	1PH1-YTMH-QMPQ	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	87.07
AMERICAN EXPRESS	3G3CLT2KHN7	111-0110-411.66-05	CM MARTINEZ SUPPLIES	\$87.07
	NT_HDYBHLW	111-0210-413.56-41	CANVA MONTHLY SUBSCRIPTION	31.53
	00010885593	111-6010-466.55-55	DRIVE-TRHU FOOD DISTR EXPENSE	24.95
	00032216	111-6010-466.55-55	DRIVE-THRU FOOD DISTR EXPENSE	2,184.00
	023249516	111-6010-466.55-55	P&R STAFF EVENT EXPENSE	3,581.42
	031014974	111-6010-466.55-55	DRIVE-THRU FOOD DISTR EXPENSE	169.86
	08700007	111-6010-466.55-55	P&R STAFF EVENT EXPENSE	18.39
	10010335671	111-6010-466.55-55	DRIVE-THRU FOOD DISTR EXPENSE	240.00
	31099530140	111-6010-466.55-55	DRIVE-TRHU FOOD DISTR EXPENSE	417.00
	31099530140	111-6010-466.55-55	P&R SUPPLIES EVENT EXPENSE	7,632.00
	76810001	111-6010-466.55-55	DRIVE-THRU FOOD DISTR EXPENSE	2,640.00
	76810001	111-6020-451.56-41	P&R TIME PUNCH LICENSE	1,100.00
	10038735819	111-7010-421.59-15	PD TRAINING-CONTRABAND	150.00
	10038735987	111-7010-421.59-15	PD TRAINING-CONTRABAND	100.00
	10038736160	111-7010-421.59-15	PD TRAINING-CONTRABAND	100.00
	10039649815	111-7010-421.59-15	PD CRITICAL INCIDENT CLASS	125.00
	10039650079	111-7010-421.59-15	PD LEADERSHIP COURSE	125.00
	NT_HK2C4XTP	111-7010-421.59-15	PD OPERATIONAL RED FLAGS	40.00
	NT_HK2ZMG10	111-7010-421.59-15	PD OPERATIONAL RED FLAGS	40.00
	08600031	111-7010-421.61-20	PD FOOD VOLUNTEERS EVENT	240.00
	833843690	111-7010-421.61-20	PD ADOBE ACROPRO SUBSCRIPTION	14.99
	NT_HICNRY3F	111-7010-421.61-20	PD LUCIDHART SOFTWARE	15.00
	10038251933	111-9010-490.61-60	PD COVID-19 SUPPLIES	14.32
	1A7EQXNDFBF	111-9010-490.61-60	SENIOR MEAL PROGRAM	336.00
	20700004	111-9010-490.61-60	SENIOR MEAL PROGRAM	826.00

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	269326	111-9010-490.61-60	SENIOR MEAL PROGRAM	1,421.00
	2U70SCUB170	111-9010-490.61-60	PD COVID-19 SUPPLIES	143.91
	4067823486V	111-9010-490.61-60	CALFIRE.COM COVID-19	30.00
	73011750141	111-9010-490.61-60	SENIOR MEAL PROGRAM	2,948.10
	73011750147	111-9010-490.61-60	SENIOR MEAL PROGRAM	1,049.59
	7JCRVGOHCHT	111-9010-490.61-60	PD COVID-19 SUPPLIES	93.82
	8240517-105	111-9010-490.61-60	MAILCHIMP COVID-19 TEXTS	99.94
	84717070128	111-9010-490.61-60	CALFIRE.COM COVID-19 CALL	750.00
	84717070146	111-9010-490.61-60	CALFIRE.COM COVID-19 CALL	600.75
	DOHRF1RCUQP	111-9010-490.61-60	SENIOR MEAL PROGRAM	164.82
			<b>\$27,567.39</b>	
AMERIGAS	3103450170	741-8060-431.43-20	TANK RENTAL	175.30
	3103631300	741-8060-431.62-30	PURCHASE GALLON OF PROPANE	3,406.46
			<b>\$3,581.76</b>	
ANDRES TELLEZ	HP030028100	111-0000-351.10-10	PARKING CITATION REFUND	55.00
			<b>\$55.00</b>	
ARAMARK UNIFORM & CAREER APPAREL	000535155521	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	465.92
	000535170473	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	123.37
			<b>\$589.29</b>	
AT&T	5/21/20-6/20/20	111-9010-419.53-10	COMMU CENTER INTERNET SRVC	88.05
	5/23/20-6/22/20	111-9010-419.53-10	PW YARD INTERNET SRVC	69.55
	5/28/20-6/27/20	111-9010-419.53-10	R. PEREZ PARK INTERNET SRVC	58.85
	5/28/20-6/27/20	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	58.85
	6/1/20-6/30/20	111-9010-419.53-10	S. LAKE INTERNET SRVC	68.10
			<b>\$343.40</b>	
AT&T PAYMENT CENTER	4/26/20-5/27/20	111-7010-421.53-10	PD PHONE SRVC	977.93
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.51
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.51
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.51
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.51
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	102.00
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	196.90
	6/7/20-7/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	81.54
			<b>\$1,492.41</b>	
AY NURSERY INC.	0109321	535-8090-452.61-20	TREES FOR PARKS	1,033.13
			<b>\$1,033.13</b>	
BC TRAFFIC SPECIALIST	0050235-IN	111-8010-431.61-21	DELINEATOR W/ BASES	1,984.69
			<b>\$1,984.69</b>	
BENEFIT ADMINISTRATION CORPORATION	6028746-IN	111-2030-413.56-41	FLEX ADMIN FEES 5/2020	50.00
			<b>\$50.00</b>	
BLACK AND WHITE EMERGENCY VEHICLES	3562	741-8060-431.43-20	REPAIRS TO PD UNIT # 983	271.63
			<b>\$271.63</b>	

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BLX GROUP LLC,	4161210574/0501	475-9010-419.56-41	PREP INTERIM ARBITRAGE	2,000.00
BOB BARKER COMPANY INC.	WEB000673661 WEB000673613	111-9010-490.61-60 121-7040-421.56-14	PD COVID SUPPLIES PD JAIL SUPPLIES	\$2,000.00 72.58 425.10
BRINK'S INCORPORATED	3312485	111-9010-419.33-10	BANK TRANSPORT SRVC 5/2020	\$497.68
CAL PRIVATE BANK-FIT	PPE 6/14/2020	111-0000-217.20-10	FEDERAL TAX DEPOSIT	457.51 \$457.51
CAL PRIVATE BANK-MEDICARE	PPE 6/14/2020	111-0000-217.10-10	MEDICARE TAX DEPOSIT	64,830.86 \$64,830.86
CAL PRIVATE BANK-SIT	PPE 6/14/2020	111-0000-217.20-20	STATE TAX DEPOSIT	8,021.89 \$8,021.89
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 05/03/2020 PPE 05/03/2020	111-0000-217.30-10 111-0000-218.10-10	CITY WIDE RETIREMNT BENEFIT CITY WIDE RETIREMNT BENEFIT	24,875.52 \$24,875.52 38,380.23 68,519.44
CALPRIVATE BANK	2426979G1EJM0Y1 2469216G22XZV5L 2469216GF2X6XL2 7469216GF2XYSHK 2400594G92X8QVE 2443106GNBLP08S 2449215FZRVHENA 2449215G6MHBMP9 2449215GDRVGBSF 2449215GNMHQP0X 2449215GVMJFFZQ 2469216G72XZWE 2469216GF2X5AFG 2469216GP2XY6Q 246922469216G72 2475076GAS66L16 2475076GAS66L1L 24755422FWJMP0V	111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-3010-415.59-15 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 111-9010-490.61-60 152-6010-451.73-10	COUNCIL MEETING EXPENSE COUNCIL BUSINESS CARDS COUNCIL MEETING EXPENSE COUNCIL EXPENSE CREDIT GFOA CONFERENCE REGISTRATION SENIOR MEAL DISTRIBUTION SENIOR MEAL DISTRIBUTION HP GREENWAY PROJECT PERMITS	\$106,899.67 131.42 89.35 110.80 -7.99 549.00 336.00 273.00 280.00 259.00 343.00 301.00 1,260.00 99.22 179.16 1,057.00 586.54 802.62 667.00 \$7,316.12
CARLOS ALBERTO FUENTES	76153176724 76551176724	111-0000-347.50-00 111-0000-347.50-00	P&R CLASS REFUND P&R CLASS REFUND	40.00 50.00
CENTRAL FORD	340697 342944	741-8060-431.43-20 741-8060-431.43-20	SOLENO, GASKET, SCREEN TUBE FOR PD UNIT # 908	\$90.00 154.82 88.38

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	343024	741-8060-431.43-20	TIE ROD KIT PD UNIT # 975	58.02
	343112	741-8060-431.43-20	RETURNED / CREDIT	-90.21
	34369	741-8060-431.43-20	SENSOR SPACER & THROTTLE	323.47
	354387	741-8060-431.43-20	FUEL PUMP UNIT # 913	393.17
	355680	741-8060-431.43-20	FUEL PUMP FOR UNIT # 912	344.04
	355833	741-8060-431.43-20	PD SHIFTER INDICATORS	68.13
	355961	741-8060-431.43-20	RADIATOR FOR BUS # 002	448.20
	356318	741-8060-431.43-20	GASKET & OIL SWITCH	48.78
	C58752	741-8060-431.43-20	FUEL INJECTOR SRVC # 903	775.77
	C59516	741-8060-431.43-20	SRVC FOR PD UNIT 975	876.67
				<b>\$3,489.24</b>
CHARTER COMMUNICATIONS	0514415060120	111-7010-421.53-10	PD INTERNET/VOICE SRVCS	654.85
	106964801060120	111-7010-421.53-10	PD ICI SYSTEM JPA 6/2020	691.09
	0019175060120	111-9010-419.53-10	ADMIN CABLE SRVCS 6/2020	20.68
	0511353061920	111-9010-419.53-10	ADMIN INTERNET/VOICE SRVCS	194.97
	0389644060120	121-7040-421.56-14	PD TV SRVCS 5/20-6/30/20	292.34
				<b>\$1,853.93</b>
CHOI, YONG	22873-37410	681-0000-228.70-00	WATER CREDIT REFUND	967.12
				<b>\$967.12</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 6/14/2020	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	423.75
				<b>\$423.75</b>
CITY OF HUNTINGTON PARK GEA	PPE 6/14/2020	111-0000-217.60-10	GEA ASSOCIATION DUES	684.95
				<b>\$684.95</b>
CITY OF LAKEWOOD	4988	681-8030-461.42-05	ALESHIRE & WYNDER 5/2020	410.12
				<b>\$410.12</b>
CLINICAL LAB OF SAN BERNARDINO, INC	974228	681-8030-461.56-41	WATER TESTING 3/2020	794.75
	975209	681-8030-461.56-41	WATER TESTING 5/2020	244.75
				<b>\$1,039.50</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 6/14/2020	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	899.89
				<b>\$899.89</b>
COMMERCIAL TIRE COMPANY	1-159996	741-8060-431.43-20	TIRES FOR BUS/SHUTTLE	619.98
	1-160041	741-8060-431.43-20	TIRES FOR UNIT # 971	286.01
				<b>\$905.99</b>
COPY SET	3997	111-0240-466.55-42	MATERIAL CENSUS ACTIVITIES	723.79
				<b>\$723.79</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW20060806452	221-8014-429.56-41	T.S. MAINTENANCE 5/2020	793.76
	REPW20060806174	222-8010-431.73-10	PREP SIGNAL TIMINGS 5/2020	708.64
				<b>\$1,502.40</b>
CYNTHIA PEREZ	76407 / 76723	111-0000-347.50-00	P&R CLASS REFUND	40.00
				<b>\$40.00</b>
DATA TICKET INC.	113537	111-3010-415.56-41	BL CITATION PROCESS 5/2020	88.50
				<b>\$88.50</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAY WIRELESS SYSTEMS	INV634629	111-7010-421.74-10	PD RADIO INSTALL	688.74
	INV635691	111-7010-421.74-10	PD RADIO INSTALL	342.50
				<b>\$1,031.24</b>
ERIKA DIAZ	76547 / 76719	111-0000-347.50-00	P&R CLASS REFUND	35.00
				<b>\$35.00</b>
EVELYN CASILLAS	76352 / 76725	111-0000-347.50-00	P&R CLASS REFUND	65.00
				<b>\$65.00</b>
F&A FEDERAL CREDIT UNION	PPE 6/14/2020	111-0000-217.60-40	EMPLOYEE DEDUCTION	8,040.50
				<b>\$8,040.50</b>
FEDEX	7-031-02344	111-7010-421.61-20	PD SHIPPING CHARGES	4.35
				<b>\$4.35</b>
FELIPA ESTEVEZ	76545 / 76720	111-0000-347.50-00	P&R CLASS REFUND	35.00
				<b>\$35.00</b>
FM THOMAS AIR CONDITIONING INC	41221	111-8020-431.56-41	CITY HALL A/C REPAIRS	1,694.10
	41043	111-8022-419.56-41	SRVC CALL AC CITY HALL	1,312.50
	41221	111-8023-451.56-41	CITY HALL A/C REPAIRS	1,902.65
				<b>\$4,909.25</b>
GATEWAY CITIES COUNCIL OF	I-710 CORRIDOR	220-8085-431.64-00	I-710 CORRIDOR EIRVEIS	25,000.00
				<b>\$25,000.00</b>
GENLANTIS	65503	111-9010-419.61-60	PORTABLE OZONE SANITIZER	16,773.53
				<b>\$16,773.53</b>
GEO PLASTICS	73020	287-8057-432.61-20	500 DRAINER CONTAINERS	3,445.31
				<b>\$3,445.31</b>
GRACIELA ORTIZ	HP030029001	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
HARRISON, KELBY	22459-14936	681-0000-228.70-00	WATER CREDIT REFUND	58.00
				<b>\$58.00</b>
HASA, INC.	689229	681-8030-461.41-00	HYPO SODIUM CLORITE	196.36
	689230	681-8030-461.41-00	HYPO SODIUM CLORITE	196.36
	689231	681-8030-461.41-00	HYPO SODIUM CLORITE	153.67
	690552	681-8030-461.41-00	HYPO SODIUM CLORITE	223.46
	690553	681-8030-461.41-00	HYPO SODIUM CLORITE	186.12
	691985	681-8030-461.41-00	HYPO SODIUM CLORITE	214.87
	691987	681-8030-461.41-00	HYPO SODIUM CLORITE	196.36
	693491	681-8030-461.41-00	HYPO SODIUM CLORITE	256.12
693493	681-8030-461.41-00	HYPO SODIUM CLORITE	257.84	
693494	681-8030-461.41-00	HYPO SODIUM CLORITE	256.12	
				<b>\$2,137.28</b>
HERNANDEZ SIGNS, INC.	4434	287-8057-432.54-00	2 BANNERS OIL CHANGE KITS	396.90
				<b>\$396.90</b>
HOME DEPOT - PUBLIC WORKS	6060046	111-7010-421.61-20	PD SUPPLIES	66.11
	902304	111-7022-421.61-24	PD SUPPLIES	421.72

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
HOME DEPOT - PUBLIC WORKS	4390490	111-8020-431.43-10	PW SUPPLIES	63.75	
	9390498	111-8020-431.43-10	PW SUPPLIES	290.38	
	5390527	111-8022-419.43-10	SUPPLIES GRAD PLATFORM	477.12	
	2970824	111-8095-431.61-50	GRAFFITI SUPPLIES	4,476.24	
	3970077	111-8095-431.61-50	GRAFFITI SUPPLIES	3,001.48	
	H1002-178980	220-8070-431.61-20	BUS/SHUTTLE CLEANING SUPPLIES	786.80	
	9972350	535-8090-452.61-20	LANDSCAPING /TREE SUPPLIES	1,438.32	
				<b>\$11,021.92</b>	
	HUNTINGTON PARK POLICE MGMT ASSN.	PPE 6/14/2020	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
				<b>\$150.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 6/14/2020	111-0000-217.60-10	POA ASSOCIATION DUES	6,926.30	
			<b>\$6,926.30</b>		
INFRASTRUCTURE ENGINEERS	25179	111-5010-419.56-49	BUILDING SAFETY SRVC 5/2020	772.75	
	25194	111-5010-419.56-49	BUILDING SAFETY SRVC 5/2020	11,249.00	
	25173	152-6010-451.73-10	HP GREENWAY PROJECT 5/2020	15,000.00	
	25151	222-8010-431.76-06	SLAUSON CONGESTION 5/2020	33,836.67	
	25164	334-8080-431.73-10	DESIGN HAWK SIGNAL 5/2020	671.00	
	25143	681-8030-461.76-09	DESIGN/MGMT WATER MAIN	5,778.00	
			<b>\$67,307.42</b>		
J & J MUFFLER SHOP	06/24/2020	741-8060-431.43-20	CATALYTIC CONVERTER # 912	440.00	
			<b>\$440.00</b>		
JAIME GAMBOA	HP040008378	111-0000-351.10-10	PARKING CITATION REFUND	55.00	
			<b>\$55.00</b>		
JDS TANK TESTING & REPAIR INC	14676	741-8060-431.43-20	FUEL TANK TESTING 6/2020	135.00	
	14743	741-8060-431.43-20	FUEL PUMP SERVICE	840.59	
			<b>\$975.59</b>		
JOEL GORDILLO	JUNE 2020	111-1010-411.56-41	VIDEOGRAPHER 6/2020	1,650.00	
			<b>\$1,650.00</b>		
JOSE CABALLERO	HP010018540	111-0000-351.10-10	PARKING CITATION REFUND	40.00	
			<b>\$40.00</b>		
JTB SUPPLY COMPANY INC	107501	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	164.35	
			<b>\$164.35</b>		
JULIO MARTINEZ RAMIREZ	HP010022063	111-0000-351.10-10	PARKING CITATION REFUND	55.00	
			<b>\$55.00</b>		
KONICA MINOLTA BUSINESS SOLUTIONS	266390353	111-0110-411.43-05	COUNCIL COPIER LEASE 5/2020	105.22	
	266390353	111-0210-413.43-05	ADMIN COPIER LEASE 5/2020	105.22	
			<b>\$210.44</b>		
LA COUNTY SHERIFF'S DEPT	203696BL	121-7040-421.56-41	PD INMATE MEAL SRVC	589.17	
			<b>\$589.17</b>		
LAKIN TIRE WEST, INC.	IN926729	741-8060-431.43-20	TIRES PICK UP/DISPOSAL	1,192.69	
			<b>\$1,192.69</b>		

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LAN WAN ENTERPRISE, INC	70304	111-5010-419.74-10	COMU DEV PURCHASE PRINTER	523.69
				<b>\$523.69</b>
LANGUAGE LINE SERVICES INC	4830533	111-7040-421.56-41	PD OVER THE PHONE INTERPRETA	34.01
				<b>\$34.01</b>
LB JOHNSON HARDWARE CO.	108464	111-8095-431.61-50	GRAFFITI SUPPLIES	528.13
	108725	535-8090-452.61-20	IRRIGATION SUPPLIES	171.96
				<b>\$700.09</b>
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 6/2020	80.70
				<b>\$80.70</b>
LOS ANGELES COUNTY CLERK'S OFFICE	CIP 2018-10	111-8020-432.76-03	EXEMPTION FILING FEE	75.00
	CIP 2019-11	202-8080-431.73-10	EXEMPTION FILING FEE	75.00
				<b>\$150.00</b>
LUIS VERA	76482 / 76726	111-0000-347.50-00	P&R CLASS REFUND	50.00
				<b>\$50.00</b>
LYNBERG & WATKINS APC	55060	745-9031-413.32-70	CLERK LEGAL SRVCS	729.50
	55062	745-9031-413.32-70	CLERK LEGAL SRVCS	2,100.70
	55063	745-9031-413.32-70	CLERK LEGAL SRVCS	988.50
				<b>\$3,818.70</b>
MARCELLO RETAMOSA	096200003748806	111-8010-431.15-25	BOOT REIMBURSEMNT FY19/20	20.00
	096200003748806	111-8020-431.15-25	BOOT REIMBURSEMNT FY19/20	20.00
	096200003748806	111-8080-431.15-25	BOOT REIMBURSEMNT FY19/20	10.00
	096200003748806	220-8010-431.15-25	BOOT REIMBURSEMNT FY19/20	10.00
	096200003748806	221-8010-431.15-25	BOOT REIMBURSEMNT FY19/20	60.00
	096200003748806	221-8012-429.15-25	BOOT REIMBURSEMNT FY19/20	60.00
	096200003748806	222-8010-431.15-25	BOOT REIMBURSEMNT FY19/20	20.00
				<b>\$200.00</b>
MARIA ELENA CAMPOY	3145533	111-0000-351.10-10	PARKING CITATION REFUND	60.00
	315820	111-0000-351.10-10	PARKING CITATION REFUND	60.00
	3158579	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				<b>\$180.00</b>
MARIA MORAN	76097 / 76546	111-0000-347.50-00	P&R CLASS REFUND	35.00
				<b>\$35.00</b>
MARTHA P. CORP	06/11/2020	111-8010-431.61-21	PW CONCRETE SUPPLIES	253.00
	06/08/2020	221-8010-431.61-21	CEMENT, SCOOP MIX & ROCK	586.97
				<b>\$839.97</b>
MUNICIPAL WASTE SOLUTIONS	1006	287-8057-432.54-00	USED OIL GRANT ADMIN	2,500.00
				<b>\$2,500.00</b>
MYERS AND SONS HI-WAY SAFETY, INC	103334	221-8014-429.61-20	BARRICADES & STOP SIGNS	907.40
				<b>\$907.40</b>
NATALY BALTAZAR	75860 / 76727	111-0000-347.20-00	P&R BASKETBALL REFUND	70.00
				<b>\$70.00</b>

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NATIONWIDE ENVIRONMENTAL SERVICES	30928	111-8030-461.56-42	CATCH BASIN CLEAN 5/20	16,375.14
				<b>\$16,375.14</b>
NEGOV	INV-13031	111-2030-413.56-41	SUBSCRIPTION FEE	7,572.96
				<b>\$7,572.96</b>
NEW CHEF FASHION INC.	992486	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
	992487	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
				<b>\$99.20</b>
NICK ALEXANDER IMPORTS	06/25/2020	745-9031-413.52-30	CLAIM SETTLEMENT	14,887.90
				<b>\$14,887.90</b>
NICK ALEXANDER RESTORATION	3768	741-8060-431.43-20	DRIVER SEAT UPHOLSTERY	325.00
				<b>\$325.00</b>
NORMAN A. TRAUB ASSOCIATES	19077	111-2030-413.56-41	INVESTIGATION SERVICES	572.25
	19077.1	111-2030-413.56-41	INVESTIGATION SERVICES	3,400.00
				<b>\$3,972.25</b>
NORTH STAR LAND SCAPE LLC	1601-88	222-8010-431.56-41	TREE TRIMMING 5/28-5/29/20	1,000.00
	1601-88	535-8090-452.56-60	TREE TRIMMING 5/28-5/29/20	4,169.00
				<b>\$5,169.00</b>
O'REILLY AUTO PARTS	2959-245483	220-8070-431.61-20	CLEANING SUPPLIES	660.84
	2959-243904	741-8060-431.43-20	ALTERNATOR FOR UNIT # 349	266.87
	2959-243905	741-8060-431.43-20	BATTERIES FOR SHOP SUPPLY	664.02
	2959-245305	741-8060-431.43-20	Q2 SENSORS UNIT # 952	121.08
	2959-246482	741-8060-431.43-20	DOOR LOCK ACTUATOR UNIT # 973	971.32
	2959-246491	741-8060-431.43-20	FUEL PUMP MODULE UNIT # 191	426.30
	2959-246622	741-8060-431.43-20	32mm SOCKET UNIT # 973	22.04
	2959-246624	741-8060-431.43-20	32mm SOCKET UNIT # 973	22.04
	2959-246626	741-8060-431.43-20	WHEELS NUTS UNIT # 973	76.07
	2959-251285	741-8060-431.43-20	GROMMET/KEY BATTERY UNIT # 353	59.62
	2959-251500	741-8060-431.43-20	POWERTRAIN CONTROL UNIT # 904	729.72
	2959-251649	741-8060-431.43-20	STEERING WHEEL COVER UNIT #353	26.27
	2959-251651	741-8060-431.43-20	RADIATOR/HEATER HOSE UNIT #183	229.50
	2959-251883	741-8060-431.43-20	SHOP SUPPLY OIL	712.82
	2959-252080	741-8060-431.43-20	PEDAL SENSOR UNIT # 852	124.63
	2959-252081	741-8060-431.43-20	SHOP SUPPLY SILICONE	36.35
	2959-252082	741-8060-431.43-20	DOOR LOCK ACTUATOR UNIT # 915	60.01
	2959-252295	741-8060-431.43-20	BATTERIES SIGN BOARDS	637.42
	2959-252341	741-8060-431.43-20	HYDRO BOOST BUS UNIT # 001	325.83
	2959-252476	741-8060-431.43-20	BRAKE PADS & ROTORS UNIT # 963	316.11
	2959-253740	741-8060-431.43-20	REB DIFFERENTIAL UNIT # 952	1,116.28
	2959-253752	741-8060-431.43-20	CENTER SUPPORT BRG UNIT # 191	81.56
	2959-254304	741-8060-431.43-20	DOOR CHECK UNIT # 195	46.32

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-254304	741-8060-431.43-20	STOP LIGHT SWITCH # 912	55.76
	2959-254325	741-8060-431.43-20	AIR FILTERS UNIT # 195	40.92
	2959-254357	741-8060-431.43-20	STOPLIGHT SWITCH CREDIT	-55.76
	2959-254423	741-8060-431.43-20	AIR FILTER & WIPER BLADES	81.77
	2959-254838	741-8060-431.43-20	BRAKE LIGHT SWITCH UNIT # 001	65.30
	2959-255088	741-8060-431.43-20	INTAKE MANIFOLD UNIT # 904	208.46
	2959-255089	741-8060-431.43-20	SWAY BAR LINKS	125.77
	2959-255104	741-8060-431.43-20	BRAKE FLUID/IDLER PULLEYS	188.09
				<b>\$8,443.33</b>
	OEM AUTO PAINT SUPPLIES	129737	535-8090-452.61-20	PAINT-GATES & BENCHES
OK PRINTING DESIGN & DIGITAL PRINT	1705	111-8095-431.61-50	PW TEMP NO PARKING SIGNS	<b>\$1,221.72</b>
	1706	220-8070-431.61-20	TEMP NO PARKING SIGNS	1,600.00
	1691	741-8060-431.43-20	FLEET REPAIR TAGS	300.00
			296.40	
PARKINK	27418	111-6020-451.61-35	CITY BACKDROP FOR EVENTS	<b>\$2,196.40</b>
PARS	45750	111-9010-419.56-41	PARS ARS FEE 4/2020	1,191.35
	45668	216-3010-415.56-41	PARS REP FEES 4/2020	498.55
			2,388.10	
PEERLESS MATERIALS COMPANY	85518	220-8070-431.61-20	HAND TOWELS	<b>\$2,886.65</b>
			262.36	
PITNEY BOWES INC.	3103979081	111-9010-419.44-10	CLERK MAILING 3/30-6/29/20	<b>\$262.36</b>
PRESENTA PLAQUE CORPORATION	25568	111-0110-411.66-05	COUNCIL WOODEN PLAQUES	834.57
			<b>\$834.57</b>	
PSYCHOLOGICAL CONSULTING ASSOC, INC	523954	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	394.35
			<b>\$394.35</b>	
PURCHASE POWER	06/14/2020	111-9010-419.53-20	CITY WIDE POSTAGE FEES	400.00
			<b>\$400.00</b>	
REFRIGERATION SUPPLIES DISTRIBUTOR	1529239-00	111-8020-431.43-10	AC FUJITSU MINI SPLIT	5,327.52
			<b>\$5,327.52</b>	
REGIONAL TRAINING CENTER	06/29/2020	111-7010-421.59-30	PD SDRTC CLASS REGISTRATION	1,397.35
			<b>\$1,397.35</b>	
ROADLINE PRODUCTS INC	15759	111-8010-431.73-10	YELLOW, RED, BLUE PAINT	230.00
	15766	111-8010-431.73-10	CONE/MOUNTED SIGN	<b>\$230.00</b>
	15750	111-8095-431.61-50	GRAFFITI PAINT	7,985.24
			329.65	
			<b>\$7,657.25</b>	
ROBIN FELIX	75546 / 76718	111-0000-228.20-00	P&R CLASS REFUND	<b>\$15,972.14</b>
	75546 / 76718	111-0000-347.50-00	P&R CLASS REFUND	250.00
			621.00	
			<b>\$871.00</b>	

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ROSA A. PREZA	HP050017609	111-0000-351.10-10	PARKING CITATION REFUND	145.00 \$145.00
RUBEN ROMERO	INV0001	111-6030-451.61-35	BATTING CAGE MAINTENANCE	640.00 \$640.00
SANDRA ESCOBAR	76424 / 76721	111-0000-347.50-00	P&R CLASS REFUND	40.00 \$40.00
SCOREBOARD SERVICE CO	11687	111-6030-451.61-35	P&R SCOREBOARD CONSOLE	1,229.29 \$1,229.29
SOUTHERN CALIFORNIA EDISON	5/6/20-6/5/20 5/5/20-6/4/20 4/16/20-6/17/20 4/28/20-6/9/20 4/28/20-6/9/20 4/6/20-5/6/20 5/6/20-6/5/20 4/24/20-6/18/20 5/5/20-6/4/20 4/24/20-6/18/20 4/28/20-6/9/20	111-7024-421.62-10 111-8010-415.62-10 111-8020-431.62-10 111-8022-419.62-10 111-8023-451.62-10 221-8014-429.62-10 221-8014-429.62-10 535-8016-431.62-10 535-8016-431.62-10 681-8030-461.62-20 681-8030-461.62-20	SRVC AT 6542 & 6538 MILES AVE VARIOUS SRVC ACCTS SRVC AT 6900 BISSELL ST VARIOUS SRVC ACCTS VARIOUS SRVC LOCATIONS VARIOUS TRAFFIC SIGNAL LOCATIONS T.S. SRVC 55TH ST / PACIFIC VARIOUS SRVC LOCATIONS SRVC AT 6621 WILSON AVE VARIOUS SRVC LOCATIONS VARIOUS SRVC LOCATIONS	5,835.90 727.29 1,631.77 1,442.21 4,684.11 3,133.31 47.79 14,205.44 38.45 11,399.61 13,559.39 \$56,705.27
SPARKLETT'S	15142085 061820 15142085 061820 15142085 061820 15142085 061820 15142085 061820 15142085 061820 15142085 061820 19438227 060320 15142085 061820 15142085 061820	111-0110-411.66-05 111-0210-413.61-20 111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-5010-419.61-20 111-5055-419.61-20 111-6010-451.61-20 111-7010-421.56-41 111-8020-431.61-20 111-8080-431.61-20	COUNCIL DRINKING WATER ADMIN DRINKING WATER CLERK DRINKING WATER HR DRINKING WATER FINANCE DRINKING WATER COMU DEV DRINKING WATER CODE ENFORCE DRINKING WATER P&R MAIN CENTER DRINKING WATER PD WATER DELIVERY SRVC PW ADMIN DRINKING WATER PW ENGINE DRINKING WATER	9.60 9.60 2.00 6.17 21.15 21.73 7.24 72.09 306.82 47.63 7.24 \$511.27
SPRINT SOLUTIONS, INC	475527450-004	111-6010-451.56-41	WALKIE/TALKIE SRVC 6/2020	128.86 \$128.86
STANDARD GLASS & MIRROR	7551	111-6010-451.73-10	P&R TINT ON WINDOWS	1,250.00 \$1,250.00
STANDARD INSURANCE COMPANY	378917 0001 378917 0001 378917 0001 378917 0001	111-0000-217.50-70 111-0000-217.50-70 111-0000-217.50-70 111-0000-217.50-70	LIFE INS PREMIUM 1/2020 LIFE INS PREMIUM 12/2019 LIFE INS PREMIUM 2/2020 LIFE INS PREMIUM 3/2020	2,123.45 2,123.45 2,123.45 2,123.45 \$8,493.80

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STEAMX, LLC	55922	741-8060-431.43-20	MESH 50 SCREEN & GASKET	91.96
				<b>\$91.96</b>
SUNSET VANS INC.	18411	741-8060-431.43-20	LIFT REPAIR BUS/SHUTTLE 4	468.60
				<b>\$468.60</b>
SUPERION, LLC	282445	111-9010-419.33-10	CLICK2GOV3-MAY 2020	165.38
				<b>\$165.38</b>
THE GAS COMPANY	5/7/20-6/8/20	111-7024-421.62-10	VARIOUS SRVC ACCTS	214.76
	5/7/20-6/8/20	111-8020-431.62-10	VARIOUS SRVC ACCTS	21.02
	5/7/20-6/8/20	111-8022-419.62-10	VARIOUS SRVC ACCTS	165.39
	5/7/20-6/8/20	111-8023-451.62-10	VARIOUS SRVC ACCTS	166.77
				<b>\$567.94</b>
THE HITT COMPANIES, INC	OE-82645	111-1010-411.61-20	ENGRAVED NAME PLATE	22.82
	OE-83717	111-7040-421.61-33	PD RECORDS STAMPS	195.12
				<b>\$217.94</b>
TRUTEAM OF CA, INC.	37348 / 5981	111-0000-322.10-10	BUILDING PERMIT REFUND	37.63
				<b>\$37.63</b>
U.S. BANK	PPE 6/14/2020	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,561.55
	PPE 6/14/2020	111-0000-217.30-20	PARS-P.T. EMPLOYEE DEDUCTION	1,588.07
	PPE 6/14/2020	111-0000-218.10-05	EMPLOYER CONTRIBUTION	12,992.29
				<b>\$16,141.91</b>
UNION PACIFIC RAILROAD CO	306733474	111-6010-451.56-41	LEASE BEAUTFICATION/PARKS	177.57
				<b>\$177.57</b>
URBAN RESTORATION GROUP US, INC.	00025415	111-8095-431.61-50	GRAFFITI REMOVAL SOLUTION	1,278.71
				<b>\$1,278.71</b>
VALLEY ALARM	945542	111-8020-431.56-41	ALARM SRVCS 6/2020	665.26
	945542	111-8022-419.56-41	ALARM SRVCS 6/2020	665.37
	945542	111-8023-451.56-41	ALARM SRVCS 6/2020	715.32
				<b>\$2,045.95</b>
VERIZON WIRELESS	9856809054	111-0110-411.53-10	COUNCIL CELL 5/17-6/16/20	249.20
	9856809054	111-0210-413.53-10	ADMIN CELL 5/17-6/16/20	183.52
	9856809054	111-1010-411.15-23	CLERK CELL CREDIT 5/17-6/16/20	-34.33
	9856809054	111-3010-415.53-10	FINANCE CELL 5/17-6/16/20	67.84
	9856809055	111-5055-419.53-10	CODE ENFORCE CELL 5/17-6/16/20	225.88
	9856809054	111-6010-419.53-10	PARKS CARD 5/17-6/16/20	215.08
	9855734070	111-6010-451.56-41	PARKS CARD 5/1-6/1/20	38.01
	9855734070	111-8010-431.53-10	PW CELL 5/1-6/1/20	870.32
	9855734070	111-8020-431.61-20	PW CELL 5/1-6/1/20	114.03
				<b>\$1,929.55</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VOYA FINANCIAL	PPE 6/14/2020	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	13,050.00 <b>\$13,050.00</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S115710459.001	111-8020-431.61-20	GARAGE SO CORD STRAIN	61.87 <b>\$61.87</b>
WATER REPLENISHMENT DISTRICT OF	2019-12-122-17	681-8030-461.42-05	TITLE 22 WATER MONITOR	6,943.00 <b>\$6,943.00</b>
WEST GOVERNMENT SERVICES	842441859 842517211	111-7030-421.56-41 111-7030-421.56-41	PD WEST INFO CHARGES PD LIBRARY PLAN CHARGES	707.25 66.90 <b>\$774.15</b>
WESTERN EXTERMINATOR COMPANY	7993144 8120434 7993144 8120434 7993144 8120434 7993144 8120434 7993144 8120434	111-7024-421.56-41 111-7024-421.56-41 111-8020-431.56-41 111-8020-431.56-41 111-8022-419.56-41 111-8022-419.56-41 111-8023-451.56-41 111-8023-451.56-41 535-8090-452.56-60 535-8090-452.56-60	EXTERMINATOR SRVCS 3/2020 EXTERMINATOR SRVCS 5/2020 EXTERMINATOR SRVCS 3/2020 EXTERMINATOR SRVCS 5/2020 EXTERMINATOR SRVCS 3/2020 EXTERMINATOR SRVCS 5/2020 EXTERMINATOR SRVCS 3/2020 EXTERMINATOR SRVCS 5/2020 EXTERMINATOR SRVCS 3/2020 EXTERMINATOR SRVCS 5/2020	50.00 50.00 67.50 67.50 49.00 49.00 92.50 92.50 139.50 139.50 <b>\$797.00</b>
WEX BANK	65855734	741-8060-431.62-30	PD FUEL PURCHASE	256.34 <b>\$256.34</b>
				<b>\$660,947.13</b>

**ITEM 3**

**CONSIDERATION AND APPROVAL AUTHORIZING SUBMITTAL OF  
PROPOSITION 68 GROUNDWATER TREATMENT AND REMEDIATION  
GRANT PROGRAM APPLICATION**





## **CITY OF HUNTINGTON PARK**

Department of Public Works  
City Council Agenda Report

July 7, 2020

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

Dear Mayor and Members of the City Council:

### **CONSIDERATION AND APPROVAL AUTHORIZING SUBMITTAL OF PROPOSITION 68 GROUNDWATER TREATMENT AND REMEDIATION GRANT PROGRAM APPLICATION**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines per Section 15061 (b)(3), the "General Rule"; and
2. Authorize staff to proceed with necessary work to draft and complete the Proposition 68 Groundwater Treatment and Remediation Grant Program Application; and
3. Designate the City Manager to sign the application.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (commonly referred to as Proposition 68), Chapter 11.1 Groundwater Sustainability (Chapter 11.1), allocates \$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water. The State Water Board's Division of Financial Assistance (DFA) administers the program.

This program is primarily for operations and maintenance (O&M) of existing treatment and remediation facilities that prevent or reduce contamination of groundwater that serves as a source of drinking water. Contamination must be the result of a discharge of a waste (not naturally occurring). Applicants should have data to determine the approximate nature and extent of contamination and demonstrate how the treatment and remediation facilities are contributing to reducing or preventing the spread of contamination in groundwater.

# **CONSIDERATION AND APPROVAL AUTHORIZING SUBMITTAL OF PROPOSITION 68 GROUNDWATER TREATMENT AND REMEDIATION GRANT PROGRAM APPLICATION**

July 7, 2020

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The recommendation from staff is to submit the application to offset the O&M costs of Well 15. Costs eligible for funding generally include required O&M costs for existing treatment and remediation systems that prevent or reduce contamination of groundwater that serves as a source of drinking water, including but not limited to; permitting, monitoring, reporting, utility bills, chemicals, replacement or changeout of existing equipment and plant operator. The types of treatment systems that may qualify for O&M funding include, but are not limited to; wellhead treatment, extraction and treatment systems, centralized groundwater treatment systems and source area cleanup. Well 15 currently meets these requirements.

Applications must be completed and submitted to the State of California Water Resources Control Board by July 17, 2020.

## **ENVIRONMENTAL IMPACT**

This action is not a project within the meaning of the California Environmentally Quality Act (California Public Resources Code 21000, et seq., CEQA) and CEQA Guidelines (Title 14 California Code of Regulations 15000, et seq.) The recommended action is exempt from CEQA pursuant to State CEQA Guidelines per Section 15061 (b)(3), the "General Rule" that CEQA only applies to projects that may have an effect on the environment.

## **FISCAL IMPACT/FINANCING**

The State Water Board is setting aside \$16 million for projects serving severely disadvantaged communities (SDACs) (Pub. Resource Code, § 80008, subd. (a)(1)). Proposition 68 provides that subdivisions (a) and (b) of Government Code section 16727 do not apply to Chapter 11.1; therefore, these bond funds may be utilized for non-capital expenditures, including ongoing operations and maintenance (O&M) of existing facilities (Pub. Resources Code, § 80141, subd. (j)).

Staff estimated the annual operational expenses for Well 15 at \$456,300 (Attachment A). Staff's objective is to submit the application to the State for consideration and fund the O&M of Well 15 for a period of three (3) fiscal years. Approval of the recommended action will have no adverse fiscal impact to the General Fund.

## **CONCLUSION**

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL AUTHORIZING SUBMITTAL OF PROPOSITION  
68 GROUNDWATER TREATMENT AND REMEDIATION GRANT PROGRAM  
APPLICATION**

July 7, 2020

Page 3 of 3



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. Well 15 Operational Expenses



# Attachment "A"



**ATTACHMENT A**

**WELL 15 OPERATIONAL EXPENSES**

**EQUIPMENT**

Type	Description	Total Estimated Annual Cost
Well 15	Annual Maintenance	\$ 1,500.00
Chlorinator	Equipment Inspection (Monthly)	\$ 2,400.00
Chlorine Analyzer	Equipment Inspection, Calibration	\$ 2,400.00
GAC Vessels	Carbon Change-out	\$ 300,000.00
Electrical Equipment	Annual Inspection/Maintenance	\$ 1,500.00
Cla-Valves	Annual Inspection/Maintenance	\$ 5,000.00
1.5 MG Reservoir	Annual Inspection Exterior	\$ 200.00
SCADA	Bi-Annual Equipment Inspection	\$ 2,000.00
	<b>SUBTOTAL:</b>	<b>\$ 315,000.00</b>

**MATERIAL**

Electrical	Electrical Usage	\$ 90,000.00
Chemical	Sodium Hypochlorite 12.5% Chlorination	\$ 9,600.00
Water Quality Sampling	Bacti, ,VOC, GP, Title 22	\$ 12,000.00
	<b>SUBTOTAL:</b>	<b>\$ 111,600.00</b>

**LABOR**

Daily Site Inspections	7 hours per week= 364 hours per year	\$ 12,000.00
Weekly Site Maintenance	0.5 hrs per week= 26 hrs per year	\$ 1,000.00
Monthly Pump		
Inspections/Maintenance	2 hrs per month= 24 hrs per year	\$ 800.00
Compliance Monitoring	Sampling, 1 HR per week; HACH Wims, 0.5 HR per week= 78 hours per year	\$ 2,500.00
SCADA Operations	3.5 Hrs per week= 182 hrs per year	\$ 10,000.00
Administrative Reporting	4 hours per month= 48 hrs per year	\$ 3,400.00
	<b>SUBTOTAL:</b>	<b>\$ 29,700.00</b>

**TOTAL ANNUAL EXPENSES: \$ 456,300.00**



**ITEM 4**

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-05  
HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED  
IMPROVEMENTS**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

July 7, 2020

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

Dear Mayor and Members of the City Council:

## **APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-05 HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENTS**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve acceptance of work performed by Elecnor Belco Electric, Inc. (Belco) for the construction of CIP 2018-05 Huntington Park Signal Synchronization & Bus Speed Improvements (Project); and
2. Authorize staff to execute the "Notice of Completion" (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$50,696.53 to Elecnor Belco Electric, Inc. after 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the February 19, 2019 City Council meeting, the City Council awarded the construction contract to Belco. The contractor was issued the Notice to Proceed and scheduled work commenced on May 20, 2019. At the November 19, 2019 City Council meeting, the City Council authorized the City Manager to fully execute contract change orders that were pertinent to the successful construction of the project. Infrastructure Engineer's construction manager (CM) has deemed the project substantially completed in accordance with the improvement plans and contract specifications. There are no unresolved stop notices or outstanding construction claims against this project. coordination between Belco, CM, Los Angeles County Department of Public Works, Union Pacific Railroad and City staff made this a successful project.

### **LEGAL AND PROGRAM REQUIREMENTS**

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-05 HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENTS**

July 7, 2020

Page 2 of 3

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the “Notice of Completion” (Attachment A) with the County Recorder’s Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder’s Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

**FISCAL IMPACT/FINANCING**

On November 19, 2019, the City Council authorized project change orders in the amount of \$144,864. Table A provides the total project budget.

<b>Table A – Total Project Budget</b>						
		<b>City Council Meeting of 2/6/18 Design PSA</b>	<b>City Council Meeting of 2/5/19 Award of Contracts</b>	<b>City Council Meeting of 11/19/19 Change Orders</b>		
<b>Items</b>	<b>Metro Grant Agreement F7312 Project Cost</b>				<b>Final Project Budget Amounts</b>	<b>Purchase Order Numbers</b>
Design Engineering	\$64,440.00	\$64,440.00			\$64,440.00	2063
Construction Engineering & Management	\$126,450.00*		\$75,000.00	\$7,187.37	\$82,187.37	2189 & 2375
Project Administration	\$58,167.00**			\$35,000.00	\$35,000.00	2353
Construction	\$843,000.00		\$911,252.00	\$102,676.74	\$963,232.21	2185, 2322 & 2337
Construction Contingency	\$93,927.00***		\$25,675.00		\$50,696.53	
<b>Total =</b>	<b>\$1,185,984.00</b>	<b>\$64,440.00</b>	<b>\$1,011,927.00</b>	<b>\$144,864.11</b>	<b>\$1,195,556.11</b>	

\*Balance utilized towards construction

\*\*Balance utilized towards construction and City Service Request

\*\*\* Balance utilized towards construction

The project was built within the prescribed construction project budget. The contractor’s final retention payment in the amount of \$50,696.53 (Attachment B) may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at the time.

**CONCLUSION**

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

Respectfully submitted,

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2018-05 HUNTINGTON  
PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENTS**

July 7, 2020

Page 3 of 3



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENTS**

- A. Notice of Completion
- B. Belco's Retention Invoice



# Attachment "A"



(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

### NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 06/16/20

(Date)

The work done was: **Signal Synchronization & Bus Speed Improvements**

7. The name of the contractor, if any, for such work of improvement is:

Elecnor Belco Electric, Inc.

02/19/19

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **Signal Synchronization & Bus Speed Improvements throughout the City of Huntington Park**
9. The property on which said work of improvement was completed is in the city of Huntington Park County of Los Angeles, State of California, and is described as follows:

## VERIFICATION

I, the undersigned, say:

I am **Ricardo Reyes, City Manager**

("President," "Owner," "Partner," "Manager," etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 7/7/2020, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)



# Attachment "B"





14320 Albers Way  
Chino, CA 91710  
(909) 993-5470 Fax (909) 993-5476  
License No. 738518

**RENTENTION INVOICE**

**Client:** City of Huntington Park  
**Address:** 6550 Miles Avenue  
Huntington Park, CA 90255  
**Project:** Signal Synchronization and Bus Speed Improvement

**Invoice No:** 14-0347-010  
**Month Ending:** 4/30/2020  
**Billing Date:** 4/30/2020  
**Client Representative:** Hans Henlein  
**Client Project No:** 2018-05  
**Belco Project No:** 14-0347  
**Belco Manager:** Elisa Lim

ITEM NO.	DESCRIPTION OF WORK	BID QTY	UNIT	UNIT PRICE	SCHEDULED AMOUNT	TOTAL TO DATE		PREVIOUS ESTIMATE		THIS ESTIMATE		BALANCE TO FINISH
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
<b>CONTRACT BID ITEMS</b>												
1	MOBILIZATION/DEMobilIZATION	1	LS \$	10,000.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	\$0.00
2	TRAFFIC CONTROL	1	LS \$	4,000.00	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	0.00	\$0.00	\$0.00
3	FURNISH AND INSTALL 14" CANTILEVER CHANGEABLE MESSAGE SIGN	3	LS \$	47,000.00	\$141,000.00	0.08	\$3,687.99	0.08	\$3,687.99	0.00	\$0.00	\$137,312.01
4	TRAFFIC SIGNING, STRIPING, MARKINGS, AND CURB PAINT	1	LS \$	18,052.00	\$18,052.00	1.00	\$18,052.00	1.00	\$18,052.00	0.00	\$0.00	\$0.00
5	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF PACIFIC BOULEVARD AND BELGRAVE AVENUE	1	LS \$	47,000.00	\$47,000.00	1.00	\$47,000.00	1.00	\$47,000.00	0.00	\$0.00	\$0.00
6	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF PACIFIC BOULEVARD AND RANDOLPH STREET	1	LS \$	57,000.00	\$57,000.00	1.00	\$57,000.00	1.00	\$57,000.00	0.00	\$0.00	\$0.00
7	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF PACIFIC BOULEVARD AND CLARENDON AVENUE	1	LS \$	52,000.00	\$52,000.00	1.00	\$52,000.00	1.00	\$52,000.00	0.00	\$0.00	\$0.00
8	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF PACIFIC BOULEVARD AND ZOE AVENUE	1	LS \$	54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
9	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF PACIFIC BOULEVARD AND SATURN AVENUE	1	LS \$	54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
10	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF MILES AVENUE AND BELGRAVE AVENUE	1	LS \$	70,000.00	\$70,000.00	1.00	\$70,000.00	1.00	\$70,000.00	0.00	\$0.00	\$0.00
11	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF MILES AVENUE AND RANDOLPH STREET	1	LS \$	81,000.00	\$81,000.00	1.00	\$81,000.00	1.00	\$81,000.00	0.00	\$0.00	\$0.00
12	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF MILES AVENUE AND ZOE AVENUE	1	LS \$	69,000.00	\$69,000.00	1.00	\$69,000.00	1.00	\$69,000.00	0.00	\$0.00	\$0.00
13	TRAFFIC SIGNAL SYSTEM UPGRADE FOR THE INTERSECTION OF MILES AVENUE AND SATURN AVENUE	1	LS \$	78,000.00	\$78,000.00	1.00	\$78,000.00	1.00	\$78,000.00	0.00	\$0.00	\$0.00
14	UPGRADE FOR THE PACIFIC BOULEVARD PEDESTRIAN CROSSING BETWEEN CLARENDON AVENUE AND GAGE AVENUE	1	LS \$	75,000.00	\$75,000.00	1.00	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	\$0.00
15	UPGRADE FOR THE PACIFIC BOULEVARD PEDESTRIAN CROSSING BETWEEN GAGE AVENUE AND ZOE AVENUE	1	LS \$	13,000.00	\$13,000.00	1.00	\$13,000.00	1.00	\$13,000.00	0.00	\$0.00	\$0.00
16	UPGRADE FOR THE PACIFIC BOULEVARD PEDESTRIAN CROSSING BETWEEN ZOE AVENUE AND SATURN AVENUE	1	LS \$	13,000.00	\$13,000.00	1.00	\$13,000.00	1.00	\$13,000.00	0.00	\$0.00	\$0.00
17	UPGRADE FOR THE PACIFIC BOULEVARD PEDESTRIAN CROSSING BETWEEN SATURN AVENUE AND FLORENCE AVENUE	1	LS \$	13,000.00	\$13,000.00	1.00	\$13,000.00	1.00	\$13,000.00	0.00	\$0.00	\$0.00
18	FURNISH AND INSTALL WIRELESS INTERCONNECT SYSTEM	14	EA \$	3,300.00	\$46,200.00	16.00	\$52,800.00	16.00	\$52,800.00	0.00	\$0.00	\$0.00
19	FURNISH AND INSTALL PUBLIC IMPROVEMENT PROJECT SIGNS	2	EA \$	1,500.00	\$3,000.00	2.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	\$0.00
<b>SUB TOTALS FOR ALL ORIGINAL CONTRACT ITEMS</b>					<b>\$911,352.00</b>	<b>86%</b>	<b>\$780,539.99</b>	<b>86%</b>	<b>\$780,539.99</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$110,712.01</b>

<b>CHANGE ORDERS</b>												
ITEM NO.	DESCRIPTION OF WORK	BID QTY	UNIT	UNIT PRICE	SCHEDULED AMOUNT	TOTAL TO DATE		PREVIOUS ESTIMATE		THIS ESTIMATE		BALANCE TO FINISH
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
CCO 2 -	PACIFIC AND BELGRAVE	1.00	LS	\$5,800.00	\$5,800.00	1.00	\$5,800.00	1.00	\$5,800.00	0.00	\$0.00	\$0.00
CCO 2 -	PACIFIC AND ZOE	1.00	LS	\$3,200.00	\$3,200.00	1.00	\$3,200.00	1.00	\$3,200.00	0.00	\$0.00	\$0.00
CCO 2 -	PACIFIC AND SATURN	1.00	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0.00	\$0.00	\$0.00
CCO 2 -	CONTROLLER CABINET FOUNDATION	5.00	EA	\$2,500.00	\$12,500.00	5.00	\$12,500.00	5.00	\$12,500.00	0.00	\$0.00	\$0.00
CCO 6 -	T&M NO. 1.00 - 2.00	1.00	LS	\$2,432.80	\$2,432.80	1.00	\$2,432.80	1.00	\$2,432.80	0.00	\$0.00	\$0.00
CCO 8 -	T&M NO. 3.00 - 4.00	1.00	LS	\$2,499.81	\$2,499.81	1.00	\$2,499.81	1.00	\$2,499.81	0.00	\$0.00	\$0.00
CCO 3 -	PV SIGNAL HEADS	1.00	LS	\$26,302.57	\$26,302.57	1.00	\$26,302.57	1.00	\$26,302.57	0.00	\$0.00	\$0.00
CCO 7 -	PELCO BRACKETS	1.00	LS	\$4,070.75	\$4,070.75	1.00	\$4,070.75	1.00	\$4,070.75	0.00	\$0.00	\$0.00
CCO 9 -	GRIDS/SMART CAMERA	1.00	LS	\$33,782.29	\$33,782.29	1.00	\$33,782.29	1.00	\$33,782.29	0.00	\$0.00	\$0.00
CCO 4 -	CMR	1.00	LS	\$150,388.52	\$150,388.52	0.75	\$112,739.92	0.7486621	\$112,739.92	0.00	\$0.00	\$37,648.60
CCO 1 -	TRAIN NO. 5.00	1.00	LS	\$1,669.74	\$1,669.74	1.00	\$1,669.74	1.00	\$1,669.74	0.00	\$0.00	\$0.00
<b>SUB TOTALS FOR ALL CHANGE ORDER ITEMS</b>					<b>\$245,346.48</b>	<b>85%</b>	<b>\$307,497.88</b>	<b>85%</b>	<b>\$307,497.88</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$37,848.60</b>
<b>TOTALS</b>					<b>\$1,156,598.48</b>		<b>\$988,037.86</b>		<b>\$988,037.86</b>		<b>\$0.00</b>	<b>\$168,560.62</b>

CONTRACT TO DATE INCLUDING CHANGE ORDERS \$1,156,598.48 RETENTION PERCENTAGE 0%

TOTAL COMPLETED TO DATE \$988,037.86 RETENTION ON HOLD \$0.00

LESS PREVIOUS GROSS BILLED \$988,037.86

CURRENT GROSS PAYMENT \$0.00

LESS RETENTION \$0.00



Electon Belco Electric, Inc.  
 14320 Albers Way  
 Chino, CA 91710  
 (909) 993-5470 Fax (909) 993-5476  
 License No. 738518

**RENTENTION INVOICE**

Client: City of Huntington Park  
 Address: 6550 Miles Avenue  
 Huntington Park, CA 90255  
 Project: Signal Synchronization and Bus Speed Improvement

Invoice No: 14-0347-010

Month Ending: 4/30/2020  
 Billing Date: 4/30/2020

Client Representative: Hany Henein  
 Client Project No: 2018-05  
 Belco Project No: 14-0347  
 Belco Manager: Elisa Lim

ITEM NO.	DESCRIPTION OF WORK	BID QTY	UNIT	UNIT PRICE	SCHEDULED AMOUNT	TOTAL TO DATE		PREVIOUS ESTIMATE		THIS ESTIMATE		BALANCE TO FINISH	
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
							\$50,696.53						

TOTAL AMOUNT DUE

Contractor's Representative: Elisa Lim, Project Manager Date: 6/29/20

**PROJECT SCHEDULE**

MILESTONES	START DATE	END DATE
Operational Plan	March 2018	June 2020
Environmental Documentation	April 2018	July 2018
Design Engineering Plans, Specifications, and Estimates	August 2018 January 2019	January 2019 February 2019
Advertise for Construction	March 2019	June 2019
Construction	July 2019	January 2021
Project Completion	--	June 2021

**PROJECT COST**

ITEMS	
Design Engineering	\$ 64,440
Construction Contingencies	\$93,927
Construction Engineering and Construction Management	\$126,450
Project Administration	\$58,167
Construction	\$843,000
<b>TOTAL PROJECT COST</b>	<b>\$1,185,984</b>

\*Funds are to be used for design and construction costs.



## **ITEM 5**

**CONSIDERATION AND APPROVAL OF THE REALLOCATION OF FUNDS AND ALLOCATION AND APPROPRIATION FOR THE EXPENSE OF IMPORTED WATER**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



July 7, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF THE REALLOCATION OF FUNDS AND ALLOCATION AND APPROPRIATION FOR THE EXPENSE OF IMPORTED WATER**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a budget transfer for Fiscal Year 2019-2020 in the amount of \$514,473 from Account No. 681-8030-461.73-10 (Improvements) to Account No. 681-8030-461.41-00 (Water Supply); and
2. Authorize the City Manager to execute the remaining invoices to Central Basin Municipal Water District.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

During the budget preparation process, staff routinely requests a projection from Water Operations for the need to purchase imported water from Central Basin Municipal Water District (District) for the upcoming fiscal year. Projections are based on the monthly historical water demands from our residents and businesses. The District is a water wholesaler that provides imported water to the City as well as other southeast Los Angeles County water purveyors, county and municipalities. The District purchases imported water from the Metropolitan Water District of Southern California (MWD).

At the time the budget was being prepared, Water Production Well 16 had recently been placed out of service and it was estimated it would return to service mid-way through the current fiscal year. In addition, it was assumed construction of the carbon treatment system at Water Production Well 15 would be completed by the end of the current fiscal year. At the beginning of the current fiscal year, these assumptions appeared to be reasonable and achievable.

The structural integrity of the Cottage Reservoir at Well 15 has negatively impacted the project timeline and continues to cause delays in returning Well 15 into service. Excess sediment was discovered when Reservoir 16 was being cleaned and this discovery

**CONSIDERATION AND APPROVAL OF THE REALLOCATION OF FUNDS AND ALLOCATION AND APPROPRIATION FOR THE EXPENSE OF IMPORTED WATER**

July 7, 2020

Page 2 of 3

caused both an unforeseen delay and an additional expense towards the timely completion of the operation. The net effect of both of these unforeseen delays was the need to shift from local production of resources to the importation of resources to meet the City's demand.

Table A below contains the acre-feet (AF) pumped utilizing the City's water system infrastructure, the AF purchased from the District and the actual AF demand from our community over the current fiscal year.

<b>Table A – Actuals</b>			
<b>Month</b>	<b>Pumped AF</b>	<b>Purchased AF</b>	<b>Demand AF</b>
July-19	266	106	372
August-19	254	119	373
September-19	238	125	363
October-19	240	124	364
November-19	228	104	332
December-19	225	100	325
January-20	222	102	324
February-20	227	88	315
March-20	222	107	329
April-20	214	101	315
May-20	229	129	358
June-20			
<b>SUB-TOTALS FOR FY19-20</b>	<b>2565</b>	<b>1205</b>	<b>3770</b>

The City will have purchased over 1,300 AF of water from the District in FY 2019-2020. The request is for the City to approve the remaining purchase of AF from the District for the remaining fiscal year and understand that this will continue in FY 2020-2021 until Well 15 and 16 come on line.

**FINANCING**

Staff recommends a budget transfer for Fiscal Year 2019-2020 in the amount of \$514,473 from Account No. 681-8030-461.73-10 (Improvements) to Account No. 681-8030-461.41-00 (Water Supply) to cover the unanticipated expense of purchasing imported water due to delays in both the ongoing projects at Well 15 and Well 16. Account No. 681-8030-461.73-10 (Improvements) has a remaining balance of \$3,633,971 and staff does not anticipate expending the full amount.

**CONCLUSION**

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

**CONSIDERATION AND APPROVAL OF THE REALLOCATION OF FUNDS AND  
ALLOCATION AND APPROPRIATION FOR THE EXPENSE OF IMPORTED WATER**

July 7, 2020

Page 3 of 3

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works



**ITEM 6**

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



July 7, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a contract agreement with the Los Angeles Conservation Corps as part of CIP 2018-08 Huntington Park Greenway Project for a not-to-exceed amount of \$69,585.43 payable from Account No. 152-6010-451.73-10; and
2. Authorize the City Manager to execute the contract agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the regularly scheduled December 17, 2019 City Council meeting, the City Council awarded the construction contract to Marina Landscape, Inc. for CIP 2018-08 Huntington Park Greenway Project, also know and the Huntington Park Linear Park project. The City of Huntington Park (City) is the recipient of a park grant from the State of California Natural Resources Agency (CNRA). The project consists of enhancing a 0.5-mile linear, 6-acre greenway park-space utilizing ten (10) existing Los Angeles Department of Water and Power (LADWP) lots. The location of the 10 lots is south of Salt Lake Park, and is bound by Florence Avenue to the north, Santa Ana Street to the south, California Avenue to the east and State Street to the west. This grant benefits the City by adding open greenspace and utilizing an existing environment where our residents can walk and bike for recreational purposes and improves the overall health and wellness of our community.

### **Los Angeles Conservation Corps**

CNRA's grant eligibility requirements included utilizing 10% of the project work hours for training purposes and 25% of the project work hours for workers residing in disadvantaged communities (DAC), which are sectors identified in our community that are economically and environmentally challenged. Constitution of a DAC include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as

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high incidence of asthma and heart disease. The grant focus on developing partnerships with local community organizations and businesses in order to strengthen outreach to DAC, providing access to quality jobs and workforce education and training.

City staff contacted the Los Angeles Conservation Corps (LACC) and initiated a Request for Proposal (RFP) to assist with meeting the funding requirement. LACC is tasked on providing the labor and equipment to spread the mulch. Staff recommends the approval of LACC's contract agreement as a funding agency requirement in coordination with the prime contractor's work schedule.

**LEGAL REQUIREMENT**

The City Attorney's Office will review the contract and agreement in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

**FISCAL IMPACT/FINANCING**

Staff recommends approval of LACC's contract agreement for not-to-exceed amount of \$69,585.43 payable from Account No. 152-6010-451.73-10.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

- A. Los Angeles Conservation Corps Contract Agreement

# Attachment "A"





**CONTRACTOR SERVICES AGREEMENT**  
LA Conservation Corps  
Huntington Park Greenway Linear Park Project – FY  
2018/2019 Project No. 2018-08

THIS CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into this **7<sup>th</sup> day of July 2020** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **Los Angeles Conservation Corps** (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 **TERM:** This Agreement shall commence on **August 1, 2020 to April 30, 2021**. It is the CONTRACTOR’S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
- A.** CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit “A”**.
- B.** Section 1.3(A) notwithstanding, CONTRACTOR’S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$69,585.43** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR’S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR’S performance pending CITY

approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

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

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are

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

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
  - B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. **Workers' Compensation Insurance / Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

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

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement

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

## VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Los Angeles Conservation Corps  
Administrative Office  
1400 N. Spring Street  
Los Angeles, CA 90012  
Bo Savage – Deputy Director of Operations  
Phone: 213-210-7619

**CITY:**

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

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

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**LOS ANGELES CONSERVATION CORPS:**

\_\_\_\_\_  
By: Ricardo Reyes  
City Manager

\_\_\_\_\_  
By: Bo Savage  
Deputy Director of Operations

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: City Attorney

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

**EXHIBIT "A"**

**SCOPE OF WORK**

**LOS ANGELES CONSERVATION CORPS**



LA CONSERVATION CORPS

Estimator: Jose "Joe" Ramirez		<b>Estimate of Probable Cost</b>			
Address: 941 W. Cressey Street, Compton, Ca 90222					
Phone: 323-572-3423					
Fax: n/a					
Description		Quantity	Unit	Unit Rate	Total
<b>Spreading of mulch over 155,750 sq ft.</b>					
Labor cost		1			\$ 63,280.00
		1		\$ -	\$ -
<b>Equipment Rental</b>					
Bobcat w/ Tracks		2	Month	\$ 3,152.00	\$ 6,305.43
<b>Totals</b>					
Subtotal					\$ 69,585.43
					\$ -
<b>Total Cost</b>					\$ 69,585.43

\* work includes 5 Corps member participants, one crew supervisor, and one Coordinator



**ITEM 7**

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



July 7, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the construction contract to Onyx Paving Company, Inc. for the construction of CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project as the lowest responsive, responsible bidder for a not-to-exceed amount of \$296,000 payable from Account No.111-8020-432.76-03; and
2. Authorize the City Manager or designee to execute the construction contract agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On January 21, 2020, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project (Project). The Project focus is on repairing the trench along the Los Angeles County Flood Control District (LACFCD) storm drain, which is part of the Aloe Drain Pump Station Asset (MMS) No: F0106933, located at the southeast corner of Alameda Street (parallel street) and Zoe Avenue.

The NIB was published on January 30, 2020. A bid opening was held on March 4, 2020 where the City Clerk opened and read two (2) bids submitted by the following construction firms:

- |    |                      |                |
|----|----------------------|----------------|
| 1. | All American Asphalt | \$ 910,189.00  |
| 2. | Excel Paving         | \$1,187,603.00 |

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

July 7, 2020

Page 2 of 3

Due to the bids significantly exceeding the engineer’s estimate and the budgeted amount, staff recommended to reject the bids and requested authorization to modify the plans and specifications and re-bid the project.

On March 17, 2020, the City Council concurred with staff’s recommendation and authorized re-bidding the project. On May 11, 2020, the City Clerk’s Office published the revised NIB in a newspaper of general circulation. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards.

The Acting City Clerk opened and read the four (4) bids submitted on June 17, 2020. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

<b>Bidder (lowest bid first)</b>	<b>Total Bid Shown on Bidder’s Proposal</b>
Onyx Paving Company, Inc.	\$296,000.00
All American Asphalt	\$307,262.95
Hardy & Harper, Inc.	\$311,000.00
Excel Paving Company	\$368,363.45

Onyx Paving Company, Inc. was the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff’s recommendation is to award the Project to Onyx Paving Company, Inc. (Attachment A) for a not-to-exceed amount of \$296,000. The other three (3) bid proposals are included in Attachment B and itemized bid results for comparative analysis is included as Attachment C.

**LEGAL REQUIREMENT**

The City has adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The City Attorney’s Office reviewed the construction contract agreement in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

The City Clerk’s Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

**FISCAL IMPACT/FINANCING**

The project design, construction and construction management are funded through the County of Los Angeles settlement and agreed upon sum of \$650,000. The project costs were appropriated in the Fiscal Year 2019-2020 budget in Account No. 111-8020-432.76-03 and the remaining balance is sufficient for the \$296,000 construction contract with Onyx Paving Company, Inc. and an additional amount of 15% construction contingency for a not-to-exceed amount of \$44,400 for any incidentals. Because this is a multi-year project, appropriations for the completion of this project will be carried over to the Fiscal



**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT  
FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

July 7, 2020

Page 3 of 3

Year 2020-2021 Capital Budget. Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. Onyx Paving Company, Inc. Agreement
- B. Construction Bids
- C. Bid Results

# Attachment "A"





**CONTRACTOR SERVICES AGREEMENT**  
CIP 2018-10 Zoe Avenue Trench and Pavement  
Repair Project

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this 7<sup>th</sup> day of July 2020 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Onyx Paving Company, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "**Work.**"
- 1.2 **TERM:** This Agreement shall commence on **July 7, 2020 to February 28, 2021**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
- A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
  - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$296,000** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY

approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## **II. PERFORMANCE OF AGREEMENT**

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

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are

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

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
  - A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

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

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement

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

## VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Onyx Paving Company, Inc.  
2890 E. La Cresta Avenue  
Anaheim, CA 92806  
Corey R. Kirschner, President  
Phone: (714) 632-6699

**CITY:**

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

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

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**ONYX PAVING COMPANY, INC.:**

\_\_\_\_\_  
By: Ricardo Reyes  
City Manager

\_\_\_\_\_  
By: Corey R. Kirschner  
President

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: City Attorney

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

**EXHIBIT "A"**

**SCOPE OF WORK**

**ONYX PAVING COMPANY, INC.**

PROPOSAL  
FOR  
**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**  
**FY 2019/2020**  
**PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

To the City of Huntington Park, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

**BID PROPOSAL**

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization	1	LS	\$2,000.-	\$2,000.-
2	Traffic Control	1	LS	\$42,000.-	\$42,000.-
3	Unclassified Excavation and Export	590	CY	\$100.-	\$59,000.-
4	2" AC Cold Milling	27,724	SF	\$0.47	\$13,030.28
5	Stabilization Geotextile, Mirafi RS580i or approved equal	1,084	SY	\$5.-	\$5,420.-
6	AC Geogrid, Mirafi MPV500 or approved equal	917	SY	\$2.-	\$1,834.-
7	Asphalt Concrete Pavement & AC Overlay	480	TON	\$200.-	\$96,000.-
8	Crushed Aggregate Base	500	CY	\$88.-	\$44,000.-
9	Remove and Reconstruct Cross Gutter	46	SF	\$125.-	\$5,750.-
10	Adjust Storm Drain Manhole Frame & Cover	2	EA	\$1,500.-	\$3,000.-
11	Remove and Reconstruct Speed Bump	1	EA	\$5,000.-	\$5,000.-
12	Remove and Paint Marking and Striping	1	LS	\$6,965.72	\$6,965.72
13	Construct and install Project Improvement Project Sign	1	LS	\$2,000.-	\$2,000.-
<b>TOTAL BASE BID AMOUNT IN FIGURES</b>					<b>\$296,000.-</b>

**TOTAL BASE BID AMOUNT IN WORDS:**

Two hundred ninety-six thousand dollars and zero cents. Dollars

 COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA  
Bidder's Signature Title  
ONYX PAVING COMPANY, INC.  
Company Name

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
<u>PAVEMENT REPAIR COMPANY</u> 1181 PRINCESS CT, COSTA MESA, CA 92626 LIC# 1051574 PHONE 714/238-1444	#7 - PARTIAL, #8 - PARTIAL CRACKSEAL 1%
<u>CASELAND SURVEYING, INC.</u> 614 N. ECKHOFF ST. ORANGE, CA 92868 LIC# LS5411 PHONE 714/628-8948	#2 - PARTIAL SURVEY <del>1%</del> <sup>OK</sup> 1%
<u>BC TRAFFIC SPECIALIST</u> 638 W. SOUTHERN AVE, ORANGE, CA 92865 LIC# 871686 PHONE 714/974-1190	#13 SIGNING + STRIPING 1%
<u>VULCAN MATERIALS COMPANY</u> 1260 URBAN CENTER DR, BIRMINGHAM AL 35242 205/298-3000	ROCK BASE, ASPHALT
<u>HOLIDAY ROCK CO. INC.</u> 1401 BENSON AVE, UPLAND, CA 91786 959/273-2200	CONCRETE

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer:

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. **PLEASE SEE ATTACHED**  
Name and Address of Agency \_\_\_\_\_  
\_\_\_\_\_  
Name and telephone number of person familiar with project \_\_\_\_\_  
\_\_\_\_\_  
Contract amount                      Type of work    Date completed

2. **PLEASE SEE ATTACHED**  
Name and Address of Agency \_\_\_\_\_  
\_\_\_\_\_  
Name and telephone number of person familiar with project \_\_\_\_\_  
\_\_\_\_\_  
Contract amount                      Type of work    Date completed

3. **PLEASE SEE ATTACHED**  
Name and Address of Agency \_\_\_\_\_  
\_\_\_\_\_  
Name and telephone number of person familiar with project \_\_\_\_\_  
\_\_\_\_\_  
Contract amount                      Type of work    Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

HARCO NATIONAL INSURANCE COMPANY  
2400 EAST KATELLA AVE. SUITE 250, ANAHEIM, CA 92806

TURNER SURETY AND INSURANCE BROKERAGE  
6 HUTTON CENTRE DRIVE, STE 1020, SANTA ANA, CA 92707  
SURETY 714-602-9170; AGENT 714-955-4011

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name ONYX PAVING COMPANY, INC.

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

Telephone 714-632-6699

State Contractor's License No. and Class: 630360, CLASS A

Original Date Issued 10/9/91 Expiration Date 10/31/21

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA 714-632-6699

2890 E. LA CRESTA AVE, ANAHEIM, CA 92806

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 17 day of JUNE, 2020.

BIDDER ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA



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

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

COREY R. KIRSCHNER

Printed Name

CEO, PRES, VP, SEC, TREA

Title

Subscribed and sworn to this 17TH day of JUNE, 2020.

NOTARY PUBLIC

Marie Ayala





**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of ORANGE }

On JUNE 16, 2020 before me, MARIE AYALA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared COREY KIRSCHNER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Marie Ayala  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

## ACKNOWLEDGMENT

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

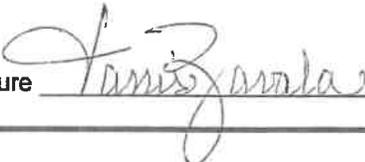
State of California  
County of Orange

On June 15, 2020 before me, Tanis Zavala, Notary Public  
(insert name and title of the officer)

personally appeared Kerissa Ricciardi  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # TS20-234

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ANDREW J. WATERBURY, KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 15th, 2020

A02899

Irene Martins, Assistant Secretary

**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

**QUESTIONNAIRE**

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No   X  

If the answer is yes, explain the circumstances in the space provided.

N/A

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

**APPENDIX "B"**

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)  
CONTRACTOR REGISTRATION NUMBER FORM**

## **Department of Industrial Relations (DIR) Contractor Registration Number**

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

**Per this requirement, provide the following information:**

**ONYX PAVING COMPANY, INC.**

---

**Contractor Name**

**1000004798**

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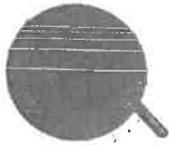
**Contractor Department of Industrial Relations Registration Number:**

**JUNE 30, 2022**

---

**Expiration Date of Registration Number**

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



## Onyx Paving Company Inc. References

**Project 1 Name:** *Better Neighborhood Program*

**Project Description:** *Various Street Improvements*

**Approximate Construction Dates:** From: 09/01/19 To: 11/22/19

**Agency Name:** *City of Indio*

**Contact Person:** Roldan Lopez **Telephone:** 760/541-4227

**Address:** *100 Civic Center Mall, Indio, CA 92201*

**Original Contract Amount:** \$420,000 **Final Contract Amount:** \$422,503.68

**If final Amount is different from Original Amount, please explain:**

*Change order to adjust manholes to grade.*

**Did you or any Subcontractor, file any claims against the Agency?** *No*

**Did the Agency file any claims against you?** *No*

**Project 2 Name:** *Pavement Rehabilitation Program*

**Project Description:** *Citywide Street Improvements*

**Approximate Construction Dates:** From: 10/17/19 To: 12/02/19

**Agency Name:** *City of Temecula*

**Contact Person:** Chris White **Telephone:** 951/308-6388

**Address:** *41000 Main Street, Temecula, CA 92590*

**Original Contract Amount:** \$876,000 **Final Contract Amount:** \$876,000

**If final Amount is different from Original Amount, please explain:** *N/A*

**Did you or any Subcontractor, file any claims against the Agency?** *No*

**Did the Agency file any claims against you?** *No*

**Project 3 Name:** *FY 18-19 Residential Street Rehabilitation*

**Project Description:** *Various Street Improvements*

**Approximate Construction Dates:** From: 07/18/19 To: 12/11/19

**Agency Name:** *City of Placentia*

**Contact Person:** Masoud Sepahi **Telephone:** 714/920-7604

**Address:** *401 E. Chapman Ave, Placentia, CA 92865*

**Original Contract Amount:** \$606,000 **Final Contract Amount:** \$616,241.42

**If final Amount is different from Original Amount, please explain:**

*Change order due to existing field conditions; extra work was required.*

**Did you or any Subcontractor, file any claims against the Agency?** *No*

**Did the Agency file any claims against you?** *No*

**Project 4 Name:** *FY 18-19 Roadway Rehabilitation and Sidewalk Repair*  
**Project Description:** *Citywide Street Improvements*  
**Approximate Construction Dates:** From: 09/26/19 To: 12/03/19  
**Agency Name:** *City of Tustin*  
**Contact Person:** Joann Wu **Telephone:** 714/573-3157  
**Address:** 300 Centennial Way, Tustin, CA 92780  
**Original Contract Amount:** \$1,637,000 **Final Contract Amount:** \$1,702,958  
**If final Amount is different from Original Amount, please explain:**  
~~Change order due to additional cross gutter and unforeseen petromat~~  
**Did you or any Subcontractor, file any claims against the Agency?** No  
**Did the Agency file any claims against you?** No

**Project 5 Name:** *Citywide Various Street Improvements*  
**Project Description:** *Various Street Improvements*  
**Approximate Construction Dates:** From: 01/28/19 To: 04/22/19  
**Agency Name:** *City of Banning*  
**Contact Person:** Kevin Sin **Telephone:** 951/922-3113  
**Address:** 99 E Ramsey St, Banning, CA 92220  
**Original Contract Amount:** \$766,000 **Final Contract Amount:** \$766,000  
**If final Amount is different from Original Amount, please explain:** N/A  
**Did you or any Subcontractor, file any claims against the Agency?** No  
**Did the Agency file any claims against you?** No

**Project 6 Name:** *Avenida Empresa Pavement Rehabilitation*  
**Project Description:** *Street Improvements*  
**Approximate Construction Dates:** From: 03/15/19 To: 05/08/19  
**Agency Name:** *City of Rancho Santa Margarita*  
**Contact Person:** Nicholas Haecker **Telephone:** 661/902-9987  
**Address:** 22112 El Paseo, Rancho Santa Margarita, CA 92688  
**Original Contract Amount:** \$576,000 **Final Contract Amount:** \$577,008.89  
**If final Amount is different from Original Amount, please explain:**  
*Change order due to quantity adjustments*  
**Did you or any Subcontractor, file any claims against the Agency?** No  
**Did the Agency file any claims against you?** No

**GENERAL CONTRACTORS:**

**Fullmer Construction**  
1725 S. Grove Ave.  
Ontario, CA 91761  
Ph: 909/947-9467  
Fax: 909/947-2970  
Contact: Casey Jones

**JOBS PERFORMED:**

**Centerpointe**  
**Sycamore Bus. Park**  
**Hillwood Hofer Ranch**  
**Interchange A-E**  
**San Michelle Logistics**  
**Terra Francesco**

**LOCATION: AMOUNT:**

Moreno Valley \$3,187,914.00  
Riverside \$999,708.00  
Ontario \$603,600.00  
San Bernardino \$1,288,615.00  
Moreno Valley \$670,674.00  
Ontario \$524,216.00

**KCS West, Inc.**  
901 Corporate Ctr. Dr., 3<sup>rd</sup> Flr.  
Monterey Park, CA 91754  
Ph: 323/ 269-0020  
Fax: 323/ 263-4576  
Contact: Matthew Vawter

**BP Refinery Maint. Shop**

Carson \$896,357.00

**GMC Engineering Inc.**  
1401 WARNER AVE.  
TUSTIN, CA 92780  
Ph: 714/247-1040  
Fax: 714/247-1041  
Contact: Gennady

**Edison**

Romoland \$1,623,480.00

**Lusardi Construction**  
1570 Linda Vista Dr.  
San Marcos, CA 92064  
Ph: 760/744-3133  
Fax: 760/744-9064  
Contact: Scott Staley

**FedEx - Otay Mesa**  
**Team Nissan**  
**Edge at Campus**  
**Seabridge**  
**Carmax**

San Diego \$1,335,530.00  
Oxnard \$669,075.00  
El Segundo \$541,385.00  
Oxnard \$329,460.00  
Oxnard \$606,443.00

**Haagen Company, LLC**  
12302 Exposition Blvd.  
Los Angeles, CA 90064  
Ph: 310/ 820-1200  
Fax: 310/ 820-1225  
Contact: Chris Fahey

**Empire Polo Club**

Indio \$1,036,745.00

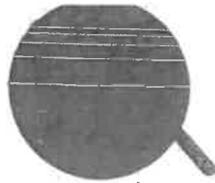
**ARCO National Construction Co.**  
900 N. Rock Hill Rd.  
St. Louis, MO 63119  
Ph: 314/ 963-0715  
Fax: 314/ 963-7114  
Contact: Chris Wilson

**Scannell-Fed-Ex**

Burbank \$1,125,958.00

**Grant General Contractors**  
5051 AVENIDA ENCINAS  
CARLSBAD, CA 92008  
Ph: 760/ 438-7500  
Fax: 760/ 438-3056  
Contact: Pete Burrows

**WHITTIER AREA COMMUNITY CHURCH** WHITTIER \$625,920.00  
**Crevier BMW** Santa Ana \$30,600.00



**CREDIT REFERENCES**

ONYX PAVING COMPANY, INC  
2890 E. LA CRESTA AVE  
ANAHEIM, CA 92806

PHONE: (714) 632-6699      DATE ESTABLISHED 1/4/90      CORP. TAX ID. # 33-0394344  
FAX: (714) 632-1883      TYPE OF WORK - ASPHALT PAVING      CONTRACTORS LIC. # 630360-A  
SMALL BUSINESS ENTERPRISE #1753955

PRESIDENT: COREY R. KIRSCHNER      14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST      4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807  
PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART      15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780  
PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT: TURNER SURETY AND INSURANCE BROKERAGE, INC.  
6 HUTTON CENTRE, STE. 1020, SANTA ANA, CA 92707  
PHONE: (512) 808-9601 JEREMY PENDERGAST

**CREDIT REFERENCES:**

MATCH CORP.      P.O. BOX 10, HIGHLAND, CA 92346      (909) 382-7400 Steve Match  
ALL AMERICAN      P.O. BOX 2229, CORONA, CA 92878      (951) 736-7600 Cari  
KELTERITE CORP.      12231 PANGBORN AVE. DOWNEY, CA      (562) 401-0011 Gladys  
VULCAN MATERIALS CO.      16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702      (858) 530-9414 Debbie

**GENERAL CONTRACTOR REFERENCES:**

FULLMER CONSTRUCTION      1725 S. GROVE AVE., ONTARIO      (909) 947-9467 Casey Jones  
BYROM-DAVEY, INC.      13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO      (858) 513-7199 Steve Davey  
PACIFIC CONST. GROUP      17895 SKY PARK CIR., IRVINE, CA 92614      (949) 748-1500 Mark Bundy  
ERICKSON-HALL CONST. CO.      500 CORPORATE DR., ESCONDIDO, CA 92069      (760) 796-7700 Justin Sinnott





**State of California  
Secretary of State**

**S**

**Statement of Information**  
(Domestic Stock and Agricultural Cooperative Corporations)  
FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**GB88157**

**FILED**

In the office of the Secretary of State  
of the State of California

**JAN-03 2020**

1. **CORPORATE NAME**  
ONYX PAVING COMPANY, INC.

2. **CALIFORNIA CORPORATE NUMBER**  
C1659076

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020 ANA BARBRA RAYPON OFFICE MANAGER/CONTROLLER  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



**CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE**



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **AC12**

Expiration Date **10/31/2021**

[www.csib.ca.gov](http://www.csib.ca.gov)



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/om/bys](http://www.irs.gov/om/bys) for instructions and the latest information.

1. Name (see instructions) for the individual or entity. Name is required on this line; do not leave this line blank.  
**Onyx Paying Company, Inc.**

2. Business name (if different from 1) or name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:  
 Individual sole proprietor or single-member LLC  
 Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C corporation, S corporation, Partnership)  
 Other (see instructions)

4. Even if one of the boxes apply only to certain entities, do not check the following FATCA reporting code(s) (see instructions):  
 Example: 00000000

5. Address (number, street, apt., rd., or suite no.) (See instructions).  
**2890 E. La Granda Avenue**

6. City, state, and ZIP code.  
**Anaheim, CA 92806**

7. If applicable, check the appropriate box for the tax classification of its office.

Print or type name in this area on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1. Do not enter backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities or your employer identification number (EIN). If you do not have a TIN, see [www.irs.gov](http://www.irs.gov) for more information. Note: If the account is in your name, see the instructions for Part I, later. Also see [www.irs.gov](http://www.irs.gov) for more information. Do not enter a TIN for a partner or shareholder of a corporation.

Social security number


Employer identification number


**Part II Certification**

Under penalty of perjury, I certify that:

1. The name shown on this form is my contact taxpayer identification number (or I am waiting for a number to be issued to me) and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

2. I am a U.S. citizen or other U.S. person (defined below); and

3. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

See the instructions for more information. You must check all that apply. If you have been notified by the IRS that your current backup withholding is because you have failed to report all interest and dividends on your tax return, Form 2005 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: *[Signature]*  
 Signature of U.S. person

Date: **May 7, 2010**

**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/form990](http://www.irs.gov/form990).

**Purpose of Form**  
 An individual or entity (from 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), adopted taxpayer identification number (ATIN), or employer identification number (EIN) to report to an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

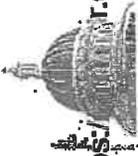
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends; include gross from stocks of mutual funds)
  - Form 1099-MISC (miscellaneous types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (broker or other third parties and certain other transactions by broker)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1099-H (home mortgage interest), 1099-E (student loan interest), 1099-B (dividend)
  - Form 1099-B (qualified 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 the TIN, you might be subject to backup withholding. See [www.irs.gov](http://www.irs.gov) for backup withholding later.

State of California

# Department of Industrial Relations

(<https://www.dir.ca.gov/>)



## Contractor Information

**Legal Entity Name**  
ONYX PAVING COMPANY, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000004798

**Registration effective date**  
07/01/19

**Registration expiration date**  
06/30/22

**Mailing Address**

2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA U...

**Physical Address**

2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA U...

Email Address

anat@onyxpaving.net

**Trade Name / DBA**

**License Number (s)**

CSLB:630360

[Back to DIR >>](https://www.dir.ca.gov/) (<https://www.dir.ca.gov/>)

## Registration History

Effective Date	Expiration Date
06/25/18	06/30/19
05/08/17	06/30/18
05/25/16	06/30/17
06/10/15	06/30/16
01/06/15	06/30/15
07/01/19	06/30/22

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

**Vice President Name:**

**Treasurer Name:**

COREY R. KIRSCHNER

**CERTIFICATE OF LIABILITY INSURANCE**

9/28/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 License 0679263 Tustin CA 92780	<b>CONTACT NAME:</b> Michael Tran <b>PHONE (A/C, Ho, Ext):</b> 714-824-884 <b>FAX (A/C, No):</b> 714-573-1770 <b>E-MAIL ADDRESS:</b> mtran@wglb.com														
<b>INSURED</b> Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Co.</td> <td>16536</td> </tr> <tr> <td>INSURER C : Ohio Casualty Insurance Co.</td> <td>24074</td> </tr> <tr> <td>INSURER D : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER E : AMERICAN-ZURICH INS CO</td> <td>40142</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : West American Ins Co	44393	INSURER B : Zurich American Insurance Co.	16536	INSURER C : Ohio Casualty Insurance Co.	24074	INSURER D : Scottsdale Insurance Company	41297	INSURER E : AMERICAN-ZURICH INS CO	40142	INSURER F :	
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INSURER D : Scottsdale Insurance Company	41297														
INSURER E : AMERICAN-ZURICH INS CO	40142														
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 691039542** **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PPD CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKW59627044	3/14/2019	3/14/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP106800601	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XLS0109307	3/14/2019	3/14/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC108300601	10/1/2016	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Leased/Rented		BMO58630228	3/14/2019	3/14/2020	Limit of Insurance \$250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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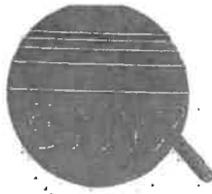
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply.

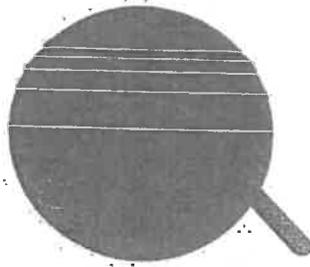


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## ASPHALT RUBBER HOT MIX REFERENCE

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
<b>GMC ENGINEERING, INC.</b> 1401 Warner Ave., Ste. B Tustin, CA 92780 Ph: 714/ 247-1040 Fax: 714/ 247-1041 Contact: Gennady Chizik	<b>Katella Ave. St.Improv.</b> Various projects	Los Alamitos Various locations	\$120,000.00
<b>R.D. OLSON CONSTRUCTION, INC.</b> 2955 Main Street, 3 <sup>rd</sup> Floor Irvine, CA 92614 Ph: 949/ 474-2001 Fax: 949/ 474-1534 Contact: Jeremy Dunn	<b>Lido House Hotel</b>	Newport Beach	\$193,105.00

*IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT (714) 329-2435 or via email at [Corey@onyxpaving.net](mailto:Corey@onyxpaving.net).*

**Municipalities & Contact:****General Contractors & Project:****Contract Amount:**

**City of Ontario**  
Contact: Christine Booker  
Management Analyst  
Ph: (909)408-1774

**The Ontario Police Department**  
Employee Parking Lot Paving  
Date Performed: 1/14/19-2/27/19

**\$404,000.00**

**City of Banning**  
Contact: Kevin Sin  
Project Manager/Engineer  
Ph: (951) 922-3113

**Citywide Various Streets Improvements**  
Street Improvements  
Date Performed: 1/14/19-2/14/19

**\$766,000.00**

**City of Rancho Santa Margarita**  
Contact: Wilson Levng  
Principal Engineer  
Ph: (949) 635-1800

**Avenida Epresa Pavement Rehabilitation**  
Street Improvements  
Date Performed: 3/19 - 4/19

**\$576,000.00**

**City of Desert Hot Springs**  
Contact: Nicholas Haecker  
Public Works Manager  
Ph: (661) 902-9987

**Desert View Avenue Street Improvements**  
Street Improvements  
Date Performed: 2/2019 - 4/2019

**\$696,000.00**

**County of Riverside**  
Contact: Alec Yzaguirre  
Senior Engineering Technician  
Ph: (951) 955-6790

**Fullmer Construction**  
Optimus Logistics - Webster & Ramona Expressway  
Date Performed: 2/2018-11/2018

**\$1,048,728.00**

**EXHIBIT "B"**

**CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S CONTRACTOR SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)**

By signing this form below, the firm certifies that the attached Agreement is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Firm Name: \_\_\_\_\_

**EXHIBIT "C"**  
**FALSE CLAIMS FORM**

Proposer shall provide either the certification requested below, or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive, and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible, and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_ am the \_\_\_\_\_ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this day of \_\_\_\_\_ at \_\_\_\_\_ (month and year) (city and state)

By \_\_\_\_\_ (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

## FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: \_ \_ \_\_\_\_\_

(2) Identity of tribunal or court and case name or number, if any:

(3) Government CONTRACTOR or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

### DECLARATION

I, am the \_\_\_\_\_ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**EXHIBIT "D"**

**CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION**

Proposer shall provide either the certification requested below, or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a CONTRACTOR within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the Proposer has no civil litigation history to report as described above, complete the following:

I, am the \_\_\_\_\_ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

## CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

(5) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

### DECLARATION

I, , am the \_\_\_\_\_ (Print name of person responsible for submitting proposal) (Title with proposing entity) of \_\_\_\_\_ (hereinafter, "Proposer"). (Print Name of Proposing Entity) I declare under penalty of perjury that the above information is true and correct. Executed this day of at (month and year) (city and state) By: (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

## Attachment “B”



# ATTACHMENT B

PROPOSAL

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

To the City of Huntington Park, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

**BID PROPOSAL**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

<b>BASE BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	Mobilization/Demobilization	1	LS	\$ 44685	\$ 44685
2	Traffic Control	1	LS	\$28822	\$ 28822
3	Unclassified Excavation and Export	590	CY	\$ 157	\$ 92630
4	2" AC Cold Milling	27,724	SF	\$ .56	\$15525.44
5	Stabilization Geotextile, Mirafi RS580i or approved equal	1,084	SY	\$5.05	\$5474.20
6	AC Geogrid, Mirafi MPV500 or approved equal	917	SY	\$2.43	\$ 2228.31
7	Asphalt Concrete Pavement & AC Overlay	480	TON	\$ 100	\$ 48000
8	Crushed Aggregate Base	500	CY	\$ 90.50	\$45250
9	Remove and Reconstruct Cross Gutter	46	SF	\$ 180	\$8280
10	Adjust Storm Drain Manhole Frame & Cover	2	EA	\$2126	\$4252
11	Remove and Reconstruct Speed Bump	1	EA	\$3952	\$3952
12	Remove and Paint Marking and Striping	1	LS	\$7420	\$ 7420
13	Construct and install Project Improvement Project Sign	1	LS	\$ 744	\$744
<b>TOTAL BASE BID AMOUNT IN FIGURES</b>					<b>\$307,262.95</b>



**TOTAL BASE BID AMOUNT IN WORDS:**

Three hundred and Seven thousand two hundred  
Sixtytwo dollars and ninety five cents Dollars

  
Bidder's Signature

Edward J. Carlson, Vice President  
Title

All American Asphalt  
Company Name

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS. OR EQUIPMENT
Kaceland Surveying 614 North Eckhoff St, orange, ca 92868 LS411 (714) 628-8948	Survey <sup>EC</sup> Surveying
PCI 975 West 1st St Azusa, CA 91702 823802 (562) 218-0504	Striping

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Compton - 205 S. Willowbrook Ave. Compton, CA 90220  
Name and Address of Agency  
  
John Strickland (310) 605-5505  
Name and telephone number of person familiar with project  
  

<u>\$1,019,100.00</u>	<u>Road Repair</u>	<u>11/2019</u>
Contract amount	Type of work	Date completed
  
2. City of Ontario  
Name and Address of Agency  
  
Kavous Emami (909) 628-6234  
Name and telephone number of person familiar with project  
  

<u>\$1,580,580.00</u>	<u>Street Improvements</u>	<u>10/2019</u>
Contract amount	Type of work	Date completed
  
3. City of Fontana  
Name and Address of Agency  
  
Kimberly Young (909) 350-7632  
Name and telephone number of person familiar with project  
  

<u>\$502,730.00</u>	<u>Street Improvements</u>	<u>10/2019</u>
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

<u>Fidelity and Deposit Company of Maryland</u>	<u>Millenium Corporate Solutions</u>
<u>777 S. Figueroa At. #3900</u>	<u>5530 Trabuco Rd.</u>
<u>Los Angeles, CA 90017</u>	<u>Irvine, CA 92620</u>
<u>(213) 270-0600</u>	<u>(949) 857-4500</u>

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name All American Asphalt

Business Address: 400 E. Sixth Street

Corona, CA 92879

Telephone 951-736-7600

State Contractor's License No. and Class: 267073 / A, C-12

Original Date Issued 1/19/71 Expiration Date 1/31/2022

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Mark Luer, President - 400 E. Sixth Street, Corona CA 92879 (951) 736-7600

Edward J. Carlson, Vice President - 400 E. Sixth Street, Corona CA 92879 (951) 736-7600

Michael Farkas, Secretary - 400 E. Sixth Street, Corona CA 92879 (951) 736-7600

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

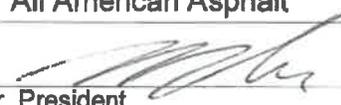
N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

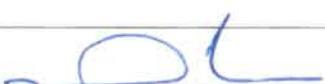
N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 8th day of June, 2020.

BIDDER All American Asphalt

  
\_\_\_\_\_  
Mark Luer, President

  
\_\_\_\_\_  
Edward J. Carlson, Vice President

  
\_\_\_\_\_  
Michael Farkas, Secretary

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

  
\_\_\_\_\_  
Signature of Contractor's Representative

Edward J. Carlson

\_\_\_\_\_  
Printed Name

Vice President

\_\_\_\_\_  
Title

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

*Seal Attached*

**CALIFORNIA JURAT**

**GOV CODE § 8202**

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 8<sup>th</sup> day of June, 2020.  
Date Month

By (1) Mark Luer  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) Michael Farkas  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Place Notary Seal Above

Signature *Kenona Nazari*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Further Description of Any Attached Document**

Title or Type of Document Bidder's Information

Document Date: 06/08/2020 Number of Pages: 2

Signer(s) Other Than Named Above: Edward J. Carlson

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

**CALIFORNIA JURAT**

**GOV CODE § 8202**

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 8th day of June, 2020.  
Date Month

By (1) Edward J. Carlson  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)

(and

(2) \_\_\_\_\_  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Place Notary Seal Above

Signature *[Handwritten Signature]*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Further Description of Any Attached Document**

Title or Type of Document Bidders' Information

Document Date: 6-8-2020 Number of Pages: 2

Signer(s) Other Than Named Above: Mark Luer and Michael Farkas

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here



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 A.C12  
DIR #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, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX OR PHYSICAL HANDICAP. 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, RELIGION, COLOR, NATIONAL ORIGIN, AGE, 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. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

MARK LUER  
President

February 13, 2015

# 2019

## PAST WORK REFERENCES

City of Simi Valley  
2929 Tapo Canyon Rd.  
Simi Valley, CA 93063  
Contact: Sarah Sheshebor (805)583-6792  
[sshesheb@simivalley.org](mailto:sshesheb@simivalley.org)

Simi Valley Minor Street Rehabilitation  
Contract Amount: \$510,124.25  
Start Date: 07/2019  
End Date: 08/2019

County of Ventura  
501 Poli Street  
Ventura, CA 93001  
Contact: Christopher Solis (805) 654-2054  
[chris.solis@ventura.org](mailto:chris.solis@ventura.org)

Yerba Buena Area Resurfacing Project  
Contract Amount: \$3,919,808.95  
Start Date: 06/2019  
End Date: 12/2019

City of Stanton  
7800 Katella Avenue  
Stanton, CA. 90680  
Contact: Guillermo Perez (714) 890-4204  
[gperez@ci.stanton.ca.us](mailto:gperez@ci.stanton.ca.us)

2019 Citywide Street Resurfacing  
Contract Amount: \$1,206,869.00  
Start Date: 10/2019  
End Date: 12/2019

City of Compton  
205 S. Willowbrook Avenue  
Compton, CA. 90220  
Contact: John Strickland (310) 605-5505  
[jstrictland@comptoncity.org](mailto:jstrictland@comptoncity.org)

Road Repair Service (Pothole Repair)  
Contract Amount: \$1,019,100.00  
Start Date: 08/2019  
End Date: 11/2019

City of San Clemente  
910 Calle Negocio  
San Clemente, CA. 92673  
Contact: Darra Koger (949) 361-3138  
[kogerD@san-clemente.org](mailto:kogerD@san-clemente.org)

Street Rehabilitation for S. Avenue LA  
Esperanza  
Contract Amount: \$384,055.00  
Start Date: 09/2019  
End Date: 10/2019

City of South Gate  
8650 California Avenue  
South Gate, CA. 90280  
Contact: John Rico (323) 563-9594  
[jrico@sogate.org](mailto:jrico@sogate.org)

Circle Park Driveway Project  
Contract Amount: \$268,576.00  
Start Date: 06/2019  
End Date: 09/2019

# 2019

## PAST WORK REFERENCES

Pardee Homes  
1250 Corona Pointe Court, Ste. 600  
Corona, CA. 92879  
Contact: Nick Lasher (951) 428-4442  
[nick.lasher@pardeehomes.com](mailto:nick.lasher@pardeehomes.com)

Railroad Canyon Widening  
Contract Amount: \$5,062,746.00  
Start Date: 11/2018  
End Time: 08/2019

City of Fontana  
8353 Sierra Avenue  
Fontana, CA. 92335  
Contact: Kimberly Young (909) 350-7632  
[kyoung@fontana.org](mailto:kyoung@fontana.org)

Citrus Avenue Improvements  
Contract Amount: \$502,730.00  
Start Date: 08/2018  
End Date: 10/2019

DR Horton  
2280 Wardlow Circle Ste. 100  
Corona, CA. 92880  
Contact: Keith Alex (951) 830-5872  
[kalex@drhorton.com](mailto:kalex@drhorton.com)

Singlton Road  
Contract Amount: \$1,684,000.00  
Start Date: 07/2018  
End Date: 12/2019

Irvine Community Development Company  
550 Newport Center Dr. Ste. 550 B2  
Newport Beach, CA. 92660  
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2  
Contract Amount: \$2,055,055.00  
Start Date: 09/2018  
End Date: 12/2019

City of Downey  
11111 Brookshire Avenue  
Downey, CA. 90241  
Contact: Desi Gutierrez, (562) 904-7110  
[dqutierr@downeyca.org](mailto:dqutierr@downeyca.org)

FY 18/19 Slurry Seal Project  
Contract Amount: \$313,425.87  
Start Date: 06/2019  
End Date: 12/2019

# 2019

## PAST WORK REFERENCES

City of Chino  
PO Box 667  
Chino, CA. 91708  
Contact: Dustin Postvoit (909) 334-3415  
[apostvoit@cityofchino.org](mailto:apostvoit@cityofchino.org)

Slurry Seal Maintenance Work  
Contract Amount: \$372,805.00  
Start Date: 1/2019  
End Date: 12/2019

City of Lancaster  
44933 Fern Avenue  
Lancaster, CA. 93534  
Contact: Greg Wilson (661) 570-8003  
[gwilson@cityoflanasterca.org](mailto:gwilson@cityoflanasterca.org)

2018 Pavement Management Program  
Contract Amount: \$2,720,103.65  
Start Date: 3/2019  
End Date: 12/2019

City of Colton  
650 N. La Cadena Dr.  
Colton, CA. 92324  
Contact: Victor Ortiz (909) 370-5099  
[vortiz@coltonca.gov](mailto:vortiz@coltonca.gov)

FY 18-19 Asphalt Paving Project  
Contract Amount: \$1,377,700.00  
Start Date: 3/2019  
End Date: 11/2019

City of Cathedral City  
68700 Ave Lalo Guerrero  
Cathedral City, CA. 92234  
Contact: John A. Corella (760) 770-0349  
[jcorella@cathedralcity.gov](mailto:jcorella@cathedralcity.gov)

Ortega Road Widening  
Contract Amount: \$459,998.00  
Start Date: 2/2019  
End Date: 12/2019

City of San Clemente  
910 Calle Negocio  
San Clemente, CA. 92673  
Contact: Gary Voborsky (949) 361-6132  
[voborskyg@san-clemente.org](mailto:voborskyg@san-clemente.org)

Arterial Street Pavement Maintenance  
Contract Amount: \$1,187,187.00  
Start Date: 3/2019  
End Date: 7/2019

# "2018"

## PAST WORK REFERENCES

**City of Moreno Valley**

**14177 Frederick St.**

**P.O. Box 88005**

**Moreno Valley, CA 92552**

**Contact: Henry Ngo, P.E., (951)413-3106**

[henryn@moval.org](mailto:henryn@moval.org)

**Alessandro Blvd. Street Improvements at  
Chogall Court and Graham Street**

**Contract Amount: \$445,821.50**

**Start: 05/2018**

**Complete: 11/2018**

**City of Aliso Viejo**

**12 Journey Street Ste #100**

**Aliso Viejo, CA 92656**

**Contact: Mari Shakir, (949)425-2556**

[Mshakir@cityofaliso Viejo.com](mailto:Mshakir@cityofaliso Viejo.com)

**Aliso Creek and Road Rehab**

**Contract Amount: \$657,770.00**

**Start: 05/2018**

**Complete: 10/2018**

**City of Jurupa Valley**

**8304 Limonite Avenue Suite M**

**Jurupa Valley, CA 92509**

**Contact: Chase Keys, (951)332-6464**

[ckkeys@jurupavalley.org](mailto:ckkeys@jurupavalley.org)

**Van Buren Blvd. Pavement Rehab. - PH2**

**Contract Amount: \$781,845.00**

**Start: 08/2018**

**Complete: 09/2018**

**City of Irwindale**

**5050 N. Irwindale Avenue**

**Irwindale, CA 91706**

**Contact: Richard Corpis, (626)430-2200**

[rcorpis@irwindaleCA.gov](mailto:rcorpis@irwindaleCA.gov)

**Irwindale 2017-2018 Resurfacing Project**

**Contract Amount: \$285,503.10**

**Start: 07/2018**

**Complete: 08/2018**

# "2018"

## PAST WORK REFERENCES

**County of Los Angeles**

**P.O. Box 7508**

**Alhambra, CA 91802**

**Contact: Hoda Hassan, (626)458-3144**

[HHASSAN@dpw.lacounty.gov](mailto:HHASSAN@dpw.lacounty.gov)

**Pine Canyon Road**

**Contract Amount: \$3,288,999.00**

**Start: 06/2018**

**Complete: 11/2018**

**City of Rolling Hills Estates**

**4045 Palos Verdes Drive**

**Rolling Hills Estates, CA 90274**

**Contact: Scott Gibson (909)210-0548**

[sgibson@hrgreen.com](mailto:sgibson@hrgreen.com)

**2017-18 Street Resurfacing Project**

**Contract Amount: \$1,203,292.50**

**Start: 03/2018**

**Finish: 09/2018**

**City of Huntington Beach**

**2000 Main Street**

**Huntington Beach, CA 92648**

**Contact: Jim Escutia (714)536-5525**

[jescutia@surfcity-hb.org](mailto:jescutia@surfcity-hb.org)

**Heil and Main Street**

**Contract Amount: \$2,285,562.00**

**Start: 11/2017**

**Finish: 06/2018**

**City of Fontana**

**8353 Sierra Avenue**

**Fontana, CA 92335**

**Contact: Jazmine Pena (909) 350-6648**

[jpena@fontana.org](mailto:jpena@fontana.org)

**Valley Blvd. Median Improvement Project**

**Contract Amount: \$164,715.00**

**Start: 03/2018**

**Finish: 05/2018**

# "2018"

## PAST WORK REFERENCES

**City of Lake Forest**

**25550 Commercentre Drive**

**Lake Forest, CA 92630**

**Contact: Taylor Abernathy, (949)461-3490**

[tabernathy@lakeforestca.gov](mailto:tabernathy@lakeforestca.gov)

**Bake Parkway at Trabuco Road**

**Contract Amount: \$121,621.00**

**Start: 02/2018**

**Finish: 06/2018**

**City of La Quinta**

**74-495 Calle Tampico**

**La Quinta, CA 92253**

**Contact: Ubaldo Ayon Jr., (760)777-7051**

[uayon@la-quinta.org](mailto:uayon@la-quinta.org)

**FY 16-17 Phase 2 Desert Club**

**Contract amount: \$697,474.76**

**Start date: 06/2017**

**Finish date 12/2017**

**City of Canyon Lake**

**31516 Railroad Canyon Road**

**Canyon Lake, CA 92587**

**Contact: Kenneth Bailey, (951)244-2955**

[kennethbailey@caaprofessionals.com](mailto:kennethbailey@caaprofessionals.com)

**Slurry Seal FY 2017-2018 Railroad Canyon/  
Canyon Lake Drive**

**Contract amount: \$263,241.63**

**Start date: 03/2018**

**Finish date: 12/2018**

**City of Newport Beach**

**100 Civic Center Drive**

**Newport Beach, CA 92660**

**Contact: Alfred Castanon, (949) 644-3314**

[ACastanon@newportbeachca.gov](mailto:ACastanon@newportbeachca.gov)

**West Coast Highway Landscape Improvements,  
Phase 1, Contract No. 7189-1**

**Contract amount: \$604,284.50**

**Start date: 06/2018**

**Finish date: 11/2019**

# "2018"

## PAST WORK REFERENCES

### **Town of Apple Valley**

14955 Dale Evans Parkway

Apple Valley, CA 92307

Contact: Rich Berger, (760)240-7000 ext 7530  
[rberger@applevalley.org](mailto:rberger@applevalley.org)

### **Navajo Road Rehabilitation**

Contract amount: \$849,182.00

Start date: 07/2017

Finish date: 12/2017

### **City of Indian Wells**

44-950 Eldorado Drive

Indian Wells, CA 92210

Contact: Ken A. Seumalo, P.E., (760)346-2489,  
[kseumalo@IndianWells.com](mailto:kseumalo@IndianWells.com)

### **Cook Street Rubberized Pavement Overlay**

Contract amount: \$599,599.59

Start date: 05/2018

Finish date: 12/2018



**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 Riverside

On June 8, 2020 before me, Kenona Nazari, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson  
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature *Kenona Nazari*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Bid Bond

Document Date: May 22, 2020 Number of Pages: 3

Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

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

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: All American Asphalt

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

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

**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 )

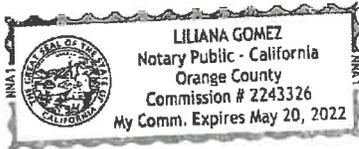
On 05/22/2020 before me, Liliana Gomez, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared William Syrkin  
*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 Liliana Gomez  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 05/22/2020  
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

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

Signer's Name: William Syrkin

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

Fidelity and Deposit Company of Maryland

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

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. 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 or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary 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 22nd day of May, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
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  
[www.reportsclaims@zurichna.com](mailto:www.reportsclaims@zurichna.com)  
800-626-4577

**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

**FY 2019/2020**

**PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

**QUESTIONNAIRE**

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No  \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_ Dollars

N/A

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder



**CITY OF HUNTINGTON PARK  
CALIFORNIA**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**MANUEL "MANNY" AVILA – MAYOR  
GRACIELA ORTIZ – VICE MAYOR  
KARINA MACIAS – COUNCIL MEMBER  
EDUARDO "EDDIE" MARTINEZ – COUNCIL MEMBER  
MARILYN SANABRIA – COUNCIL MEMBER**

**RICARDO REYES - CITY MANAGER  
RAUL ALVAREZ - ASSISTANT CITY MANAGER  
DOUGLAS BENASH - CITY ENGINEER**

**PREPARED BY:**

**Transtech Engineers, Inc.**

**Bid Opening: June 17, 2020**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

**BID SCHEDULE**

- Bid Period: May 13, 2020 – June 17, 2020
- Bid Opening: June 17, 2020, 2:00 PM
- Award of Contract: July 7, 2020 City Council meeting

Bids will be received at the office of the City Clerk, City Hall, City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255 until June 17, 2020, 2:00 PM

These Specifications have been prepared  
under the direction of:



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Joseph De Peralta, RCE C56508



**CITY OF HUNTINGTON PARK  
CALIFORNIA**

**TO PROSPECTIVE BIDDERS:**

The City of Huntington Park invites you to become a prospective bidder on one of its public works projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid will be a proof that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the Project Engineer's office at (323) 584-6253 or by email to [coldan@hpca.gov](mailto:coldan@hpca.gov).

Ricardo Reyes  
City Manager

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

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NOTICE INVITING SEALED BIDS

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Huntington Park as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 6550 Miles Avenue, Huntington Park, California 90255, up to the hour of June 17, 2020, 2:00 PM. They will be publicly opened in the City Clerk's Office at 2:00 PM on the above date.

**Copies of the contract documents are available on the City's website ([www.hpca.gov/bids.aspx](http://www.hpca.gov/bids.aspx)). All questions from Plan Holders are to be emailed to [croidan@hpca.gov](mailto:croidan@hpca.gov)**

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

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

**The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.**

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

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, 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 work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the "Instructions to Bidders" and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

**Bidders must hold a valid California Class A Contractor's License.**

Liquidated damages of \$500 per day will be assessed on the job. The Contractor shall pay to the City the sum of \$500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **seventy-five (75) working days** from the effective date of the Notice-to-Proceed to be issued by the City. The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of the 75 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

BY ORDER OF: The City of HUNTINGTON PARK, California

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Susan Crum, Acting City Clerk

## INSTRUCTIONS TO BIDDERS

FOR

### **ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT FY 2019/2020 PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

#### **PROPOSAL FORMS**

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

#### **PROPOSAL GUARANTEE**

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total bid amount. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

#### **DELIVERY OF PROPOSAL**

Two (2) copies of the proposal shall be enclosed in a sealed envelope plainly marked on the outside **"ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT FY 2019/2020 PROJECT NO.: 2018-10, IN THE CITY OF HUNTINGTON PARK – DO NOT SEND WITH REGULAR MAIL."** Proposals may be mailed AND RETURN RECEIPT is required or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S Purchasing Officials prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered and are automatically disqualified.

#### **WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

### **IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

### **TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

### **DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

### **DISCREPANCIES AND MISUNDERSTANDINGS**

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

### **EQUIVALENT MATERIALS**

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

### **LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

**AWARD OF CONTRACT**

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

**SURETY BOND PERIOD**

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

To the City of Huntington Park, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

**BID PROPOSAL**

FOR .

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

<b>BASE BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	Mobilization/Demobilization	1	LS	\$25,450	\$25,450.00
2	Traffic Control	1	LS	\$15,250	\$15,250.00
3	Unclassified Excavation and Export	590	CY	\$190.00	\$112,100
4	2" AC Cold Milling	27,724	SF	\$ 0.60	\$16,634
5	Stabilization Geotextile, Mirafi RS580i or approved equal	1,084	SY	\$ 9.00	\$ 9,756
6	AC Geogrid, Mirafi MPV500 or approved equal	917	SY	\$ 6.00	\$5,502
7	Asphalt Concrete Pavement & AC Overlay	480	TON	\$115.00	\$55,200
8	Crushed Aggregate Base	500	CY	\$91.00	\$45,500
9	Remove and Reconstruct Cross Gutter	46	SF	\$155.60	\$7,157.60
10	Adjust Storm Drain Manhole Frame & Cover	2	EA	\$2,270	\$4,540.00
11	Remove and Reconstruct Speed Bump	1	EA	\$4,100	\$4,100.00
12	Remove and Paint Marking and Striping	1	LS	\$8,400	\$8,400.00
13	Construct and install Project Improvement Project Sign	1	LS	\$1,410	\$1,410
<b>TOTAL BASE BID AMOUNT IN FIGURES</b>					<b>\$311,000.00</b>

**TOTAL BASE BID AMOUNT IN WORDS:**

Three hundred eleven thousand dollars and zero cents

Dollars

Bidder's Signature



Michael Murray - Vice President  
Title

Hardy & Harper, Inc.

Company Name



REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. Please see attached references.

\_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Contract amount                      Type of work    Date completed

- 2.

\_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Contract amount                      Type of work    Date completed

- 3.

\_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Contract amount                      Type of work    Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

\_\_\_\_\_  
Fidelity & Deposit Company of Maryland

\_\_\_\_\_  
777 S. Figueroa St. Los Angeles, CA 90017 - 213-270-0600

\_\_\_\_\_  
Commercial Surety Bond Agency

\_\_\_\_\_  
1411 N. Batavia St. Orange, CA 92867 - 714-516-1232

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC WORKS REFERENCES  
2017/2019**

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
<b>City of Jurupa Valley</b> 8930 Limonite Ave Jurupa Valley, CA 92509	Mike Myers (951) 332-6464 <a href="mailto:mmyers@jurupavalley.org">mmyers@jurupavalley.org</a>	T.R.I.P Pavement Rehab. Phase I \$1,254,012.21                      03/17
<b>City of Newport Beach</b> 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran (949) 644-3340 <a href="mailto:frtran@newportbeachca.gov">frtran@newportbeachca.gov</a>	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66                      3/17
<b>City of Rancho Cucamonga</b> 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 <a href="mailto:Romeo.David@cityofrc.us">Romeo.David@cityofrc.us</a>	Red Hill Park Pedestrian Trail Renovation Project \$171,888.70                              3/17
<b>City of Signal Hill</b> 2175 Cherry Ave Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 <a href="mailto:acaraveo@cityofsignalhill.org">acaraveo@cityofsignalhill.org</a>	Willow Street Improvement Project \$922,100.43                              6/17
<b>City of Laguna Hills</b> 24035 El Toro Rd Laguna Hills	Frank Tran (949) 644-3340 <a href="mailto:frtran@newportbeachca.gov">frtran@newportbeachca.gov</a>	Arterial Pavement Mngmt. Project Street Rehabilitation \$1,375,406.90                              6/17
<b>City of Highland</b> 27215 Base Line Highland, CA 92346	John Egan (909) 890-1255 <a href="mailto:jegan@erscinc.com">jegan@erscinc.com</a>	West Highland Bikeways Infrastructure & Pavement Imprv. \$2,678,788.77                              7/17
<b>City of Irvine</b> One Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 <a href="mailto:bbrown@cityofirvine.org">bbrown@cityofirvine.org</a>	Yale Ave Rehabilitation Irvine Center Drive Bid No. 17-1160 \$2,453,343.83                              7/17
<b>City of Pasadena</b> 100 N. Garfield Ave Pasadena, CA 91109	Tony An (626) 744-7403 <a href="mailto:tan@cityofpasadena.net">tan@cityofpasadena.net</a>	Preventative Maintenance of Street 2016 \$945,932.59                              8/17
<b>City of Ontario</b> 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 <a href="mailto:msotomayor@ontarioca.gov">msotomayor@ontarioca.gov</a>	ATP Cycle I Safe Routes to School Sidewalk Imprv. \$824,850.88                              10/17
<b>City of Inglewood</b> One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 <a href="mailto:hhunter@cityofinglewood.org">hhunter@cityofinglewood.org</a>	Streets & Alleys Rehabilitation Project \$2,639,330.06                              11/17

**PUBLIC WORKS REFERENCES  
2017/2019**

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
<b>City of Covina</b> 125 E. College Covina, CA 91723	Chris Marcarello (626) 384-5490 <a href="mailto:pw@covinaca.gov">pw@covinaca.gov</a>	Grand Ave. Street Rehabilitation Fed Project NO. :STPL-5118(020) \$3,030,000.00 5/18
<b>City of Rancho Palos Verdes</b> 30940 Hawthorn Blvd. Rancho Palos Verdes, CA 90275	Ron Dragoo (310)544-5252 <a href="mailto:gkwolek@lcf.ca.gov">gkwolek@lcf.ca.gov</a>	Residential St. Rehab. Project \$2,227,000.00 5/18
<b>City of Downey</b> 11111 Brookshire Ave. Downey, CA 90241	Edwin. Norris (562) 904-7110 <a href="mailto:enorris@downeyca.org">enorris@downeyca.org</a>	CIP No. 18-02 Residential St. Pavement Rehab. Project \$1,808,000.00 03/19
<b>City of Dana point</b> 33282 Golden Lantern Dana Point, Ca 92629	Matthew Sinacori (949) 248-3500 <a href="mailto:msinacori@danapoint.org">msinacori@danapoint.org</a>	Arterial Roadway Resurface & Pavement Preservation Project \$3,993,000.00 1/18
<b>City of Fountain Valley</b> 10200 Slater Ave. Fountain Valley, CA 92708	Fatana Temory (714)593-4433 <a href="mailto:fatana.Temory@fountainvalley.org">fatana.Temory@fountainvalley.org</a>	Resurface & Rehab. Of Euclid Street from Slater Ave. to Warner ave. No. TI-271 \$1,077,000.00 9/18
<b>City of Pomona</b> 505 South Garey Ave. Pomona, CA 91766	Public Works (909)620-2261 <a href="mailto:pwengineering@ci.pomona.ca.us">pwengineering@ci.pomona.ca.us</a>	Major Street Improvements \$3,839,000.00 8/18
<b>City of Lancaster</b> 44933 Fern Ave. Lancaster, CA 93534	Luis Garibay (661)723-6110 <a href="mailto:lgaribay@cityoflanaster.org">lgaribay@cityoflanaster.org</a>	2018 Sidewalk, Curb & Gutter Repairs \$1,976,000.00 12/18
<b>City of Tustin</b> 300 Centennial way Tustin,CA 92780	Mario Medina (949)394-8955 <a href="mailto:mmedina@tustinca.org">mmedina@tustinca.org</a>	FY 2017-18 Roadway Rehab. & Sidewalk Repair Project \$1,575,125.00 10 /18
<b>City of Vernon</b> 4305 S. Santa fe Ave. Vernon, CA 90058	Daniel Wall (323) 583-8811 x305 <a href="mailto:PublicWorksBids@ci.vernon.ca.us">PublicWorksBids@ci.vernon.ca.us</a>	Downey Road Improvements \$2,584,000.00 1/17
<b>City of Diamond Bar</b> 21810 Copley Drive	Jason Williams (909)839-7050	Residential &Collector Road Rehab. Project

**PUBLIC WORKS REFERENCES**  
**2017/2019**

Attachment A

Diamond Bar, CA 91765	<a href="mailto:Jwilliams@diamondbarca.gov">Jwilliams@diamondbarca.gov</a>	\$1,551,000.00	12/18
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EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Hardy & Harper, Inc.

Business Address: 32 Rancho Circle Lake Forest, CA 92630

Telephone 714-444-1851

State Contractor's License No. and Class: 215952; A, C-8 & C12

Original Date Issued 03/13/63 Expiration Date 12/31/2021

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal: Dan T. Maas - President, Treasurer  
Steve Kirschner - Vice President

Michael Murray, Tanner Hambright - Vice President

Kristen S. Paulino - Corporate Secretary

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

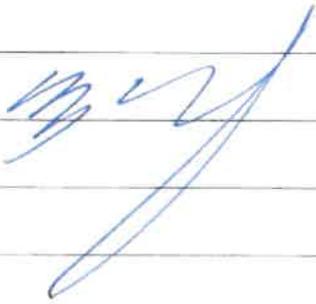
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

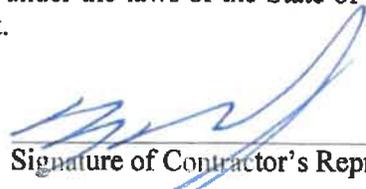
IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 15th day of June, 2020.

BIDDER Hardy & Harper, Inc.

Michael Murray - Vice President



The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

Michael Murray

Printed Name

Vice President

Title

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

x  
x  
x  
x  
x  
x

\_\_\_\_\_  
*Signature of Document Signer No. 1*

\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

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

Subscribed and sworn to (or affirmed) before me  
on this 15 day of June, 2020,  
by Michael Murray  
*Date Month Year*

(1) Michael Murray  
(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature Ashlie Blanchard  
*Signature of Notary Public*

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



## ACKNOWLEDGMENT

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

State of California  
County of Orange

On 06/10/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Dwight Relliv,  
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 Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro

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 Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shauna ROZELLE OSTRUM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California, EACH 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 15th day of January, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 15th day of January, A.D. 2020, 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, 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.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**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 )

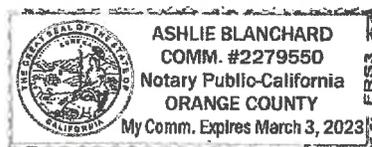
On June 10, 2020 before me, Ashlie Blanchard, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Michael Murray  
*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 Ashlie Blanchard  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

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

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

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No   X  

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

**PROPOSAL**  
**FOR**  
**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**  
**FY 2019/2020**  
**PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

To the City of Huntington Park, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

**BID PROPOSAL**  
**FOR**  
**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**  
**FY 2019/2020**  
**PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

<b>BASE BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	Mobilization/Demobilization	1	LS	\$36,000.00	\$ 36,000.00
2	Traffic Control	1	LS	\$8800.	\$ 8800.-
3	Unclassified Excavation and Export	590	CY	\$ 114.00	\$ 67,260.00
4	2" AC Cold Milling	27,724	SF	\$ 0.45	\$ 12,475.80
5	Stabilization Geotextile, Mirafi RS580i or approved equal	1,084	SY	\$ 5.00	\$ 5,420.00
6	AC Geogrid, Mirafi MPV500 or approved equal	917	SY	\$ 5.45	\$ 4,997.65
7	Asphalt Concrete Pavement & AC Overlay	480	TON	\$ 142.00	\$ 68,160.00
8	Crushed Aggregate Base	500	CY	\$ 140.00	\$ 70,000.00
9	Remove and Reconstruct Cross Gutter	46	SF	\$ 75.00	\$ 3,450.00
10	Adjust Storm Drain Manhole Frame & Cover	2	EA	\$ 1,000.00	\$ 2,000.00
11	Remove and Reconstruct Speed Bump	1	EA	\$ 3,000.00	\$ 3,000.00
12	Remove and Paint Marking and Striping	1	LS	\$ 7,000.00	\$ 7,000.00
13	Construct and install Project Improvement Project Sign	1	LS	\$ 600.00	\$ 600.00
<b>TOTAL BASE BID AMOUNT IN FIGURES</b>					<b>\$368368.<sup>45</sup></b>

**TOTAL BASE BID AMOUNT IN WORDS:**

Three Hundred Sixty Five Thousand Three Hundred  
Sixty three dollars 45<sup>00</sup> Dollars

 **Curtis P. Brown III** **President**  
Bidder's Signature Title

PALP, INC DBA  
EXCEL PAVING COMPANY  
Company Name



REFERENCES

SEE ATTACHED

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. \_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. \_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

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

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

RAPP Sureties

120 VANIS Ave

Auso Viejo CA

(949) 540 6770

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name PALP, INC DBA EXCEL PAVING  
2230 LEMON AVE  
Business Address: LONG BEACH, CA 90806

Telephone 562) 599-5841

State Contractor's License No. and Class: STATE LIC# 688659  
A, C12, C31

Original Date Issued 5/31/04 Expiration Date 5/31/2022

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Curtis P. Brown III	President and Chief Executive Officer		
David A. Drukker	Vice President and Chief Financial Officer	2230 LEMON AVE	
Marcia S. Miller	Secretary	LONG BEACH, CA 90806	562) 599-5841
Crissa A. Phillips	Asst. Secretary		

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

NA

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

PALP, INC DBA  
EXCEL PAVING COMPANY

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this \_\_\_\_\_ day of JUN 17 2020, 20\_\_.

BIDDER PALP, INC DBA  
EXCEL PAVING COMPANY

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

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

  
Signature of Contractor's Representative

Curtis P. Brown III President  
Printed Name

\_\_\_\_\_  
Title

Subscribed and sworn to this \_\_\_\_\_ day of JUN 17 2020, 20\_\_.

NOTARY PUBLIC R. Covington





## ACKNOWLEDGMENT

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

State of California  
County of Orange )

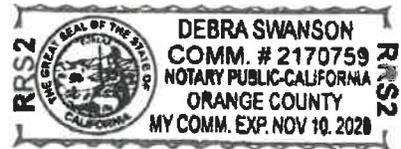
On May 26, 2020 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp,  
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 Debra Swanson (Seal)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, 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, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows 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 the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014**

Notary Public

**CERTIFICATION**

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **26th** day of **May, 2020**



Kenneth C. Wendel, Assistant Secretary

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656  
e-mail: surety@chubb.com**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 }

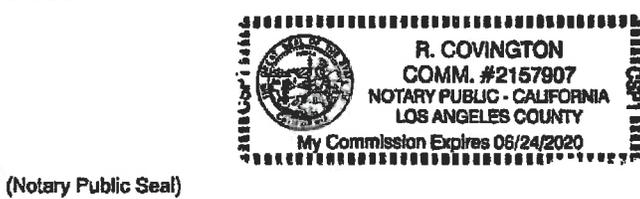
On JUN 17 2020 before me, R. Covington, Notary Public,  
(Here insert name and title of the officer)

personally 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~~ 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.

R. Covington  
Notary Public Signature



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer  
President  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
  - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

**QUESTIONNAIRE**

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No  \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

N/A

N/A

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

PALP INC. DBA EXCEL PAVING COMPANY - PROJECT REFERENCES

Job #	Job Name	Agency	Address	City	Zip Code	Contact	Phone	Email	Start	Complete	Contract \$
5443	Long Beach Blvd. Ph. 2	Lynwood	11330 Bullis Rd	Lynwood	90262	Antonio Perez	(310) 603-0220	aperez@lynwood.ca.us	03/27/17	11/30/18	\$ 3,128,879
5500	Barranca Channel, Irvine	OCPW	1152 E. Fruit St	Santa Ana	92701	Bruce Poma	714-955-0214	bruce.poma@ocpw.ocgov.com	08/09/18	08/10/18	\$ 1,000,000
5510	Del Obispo	San Juan Capistrano	32400 Paseo Acetlanlo	San Juan Capistrano	92675	Paul Meshkin	(949) 493-1711		05/15/18	10/15/18	\$ 1,499,801
5535	Silverado Canyon Bridge Maintenance	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	TBD	TBD	\$ 441,177
5648	Uptown Parking Lot	Whittier	13230 Penn Street	Whittier	90602	Alfredo Hernandez	562.567.9512	ahernandez@cityofwhittier.org	04/01/18	10/01/18	\$ 929,734
5553	Various St Pavement Rehab	Compton	205 S Willowbrook Ave	Compton	90220	Peter Salgado	949.232.6281	Peter.Salgado@mv5.com	03/04/19	07/01/19	\$ 1,614,000
5594	Silverado Canyon	OCPW	1152 E. Fruit St	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	05/01/18	08/01/18	\$ 554,971
5570	SRTS/Kansas Ave	Ontario	1437 4th, Suite 300	Santa Monica	91764	Brian Ochoa	(909) 385-2680	Brian.Ochoa@SMGOV.NET	09/10/18	02/27/19	\$ 2,649,321
5672	OSMC Lot	ACC / OC	1428 S Bon View Ave	Ontario	91764	Steve Grawick	(707) 742-6442	S.Grawick@ontario.ca.gov	08/15/18	TBD	\$ 379,870
5695	Live Oak / Trabuco		2900 Bay Vista Ct.	Benicia	94510	Doug Van Note		dvanote@accbuild.com	10/30/18		\$ 18,422,376
5590	Century Blvd Mobilization	Inglewood	One W Manchester Blvd	Inglewood	90301	Hunter Nguyen	310-412-7688	hunter@cityofingewood.org			\$ 1,042,648
5593	Commercial Streets Rehab	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Daniel Guzzo	310-318-0661	Daniel.Guzzo@Redondo.org	12/14/18	03/29/19	\$ 1,542,925
5596	Street Improvements	San Clemente	910 Calle Negocio, Suite 100	San Clemente	92673	Gary Voborsky	949-361-6132	voborsky@san-clemente.org	10/01/18	TBD	\$ 2,795,308
5599	El Modena - Irvine Channel Rehab	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	01/02/19	12/31/19	\$ 2,889,988
5601	City of Torrance SSP	Torrance	20500 Madonna Ave	Torrance	90503	Brenda Moun	310-616-3049	bmoun@torrance.ca.gov	03/04/19	08/20/19	\$ 1,446,902
5604	Great Street Impvts	San Gabriel	917 E. Grand Ave	San Gabriel	91778	Szeke "Angela" Cheng	626.308.2825	scheng@sgch.org	01/07/18	TBD	\$ 1,027,574
5614	Frazier St Improvements	Baldwin Park	14403 E. Pacific Ave	Baldwin Park	91706	Chase Fidler	(626) 960-4011	cfidler@baldwinpark.com	01/07/18	TBD	\$ 1,078,852
5618	Metrolink Parking Lot Ph 2	Rialto	190 S. Palm Ave	Rialto	92376	Jeff Schaefer	909-820-2531	jschaefer@rialto.ca.gov	03/01/19	01/22/20	\$ 723,795
5620	DTLA Bus Layover Project	Foothill Transit	100 S Vincent Ave, Ste 200	West Covina	91790	Vincent Saucedo	626-931-7266	vsaucedo@fothilltransit.org	01/14/19	05/01/19	\$ 309,903
5623	San Fernando Road Improvements	San Fernando	117 Macneil St	San Fernando	91340	Manuel Fabian	919-898-1243	mfabian@stcity.org	02/01/19	05/31/19	\$ 540,738
5624	Avenida Palizada Sidewalk	San Clemente	910 Calle Negocio, Suite 100	San Clemente	92673	Gary Voborsky	949-361-6132	voborsky@san-clemente.org	02/18/19	05/01/19	\$ 838,800
5627	Street and Drainage Improvement	San Clemente	1437 4th Street, Suite 300	Santa Monica	90401	Brian Ochoa	310-458-8721	brian.ochoa@smgov.net	08/01/19	03/31/20	\$ 784,784
5628	Pavement Rehab	Santa Monica	6330 Pine Avenue	Bell	90201	Gregory Lindsey	323-923-2826	glindsey@cityofbell.org	03/04/19	05/01/19	\$ 1,384,548
5646	Annual Paving, SNAP Lot	Santa Monica	1437 4th Street Suite 300	Santa Monica	90401	Jason Hoang	310-458-2201	Jason.Hoang@SMGOV.NET	11/15/19	TBD	\$ 3,987,665
5659	West Seaside Way	Long Beach	333 W. Ocean Blvd	Long Beach	90802	George Ker	562-570-5525	george.ker@longbeach.gov	07/22/18	TBD	\$ 1,199,199
5661	Inglewood Ave. and Flagler Lane	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Daniel Guzzo	310-318-0661	Daniel.Guzzo@Redondo.org	09/03/19	01/17/20	\$ 1,187,801
5662	Midway City North AC Repairs	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	08/10/19	10/31/19	\$ 1,035,308
5669	Van Ness Ave	Inglewood	One W Manchester Blvd	Inglewood	90301	Hunter Nguyen	310-412-7688	hunter@cityofingewood.org	07/29/19	02/28/20	\$ 838,800
5674	Edinger Avenue Improvements	Huntington Beach	2000 Main Street	Huntington Beach	92648	Joe Fuentes	714-536-5259	j Fuentes@surftury-hb.org	07/01/19	02/29/20	\$ 2,916,192
5675	Whittier Blvd / Hacienda Rd Intersection	La Habra	110 E. La Habra Blvd.	La Habra	90631	Cesar Rangel	(562) 383-4151	crangel@lahabra.ca.gov	TBD	TBD	\$ 1,693,265
5676	County of Orange - Pavement Maintenance	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	TBD	TBD	\$ 2,490,000
5679	Street Rehab	Calabasas	100 Civic Center Way	Calabasas	91302	Alba Lemus	818-224-1677	alemus@cityofcalabasas.com			\$ 868,932
5680	Zone 1 Street Slurry Seal and Rehab	Laguna Beach	505 Forest Ave	Laguna Beach	92651	Tom Sandefur	949-497-3311	tsandefur@lagunabeachcity.net	08/01/19	03/01/20	\$ 1,216,729
5685	Street and Alley Improvements	Beverly Hills	345 Foothill Road	Beverly Hills	90210	Mani Paul Dhaliwal	310-285-2513	manipalwal@beverlyhills.org	09/23/19	01/31/20	\$ 7,768,986
5686	Annual Street Resurfacing	San Fernando	117 Macneil St	San Fernando	91340	Manuel Fabian	(818) 898-1243	mfabian@stcity.org	11/25/19	07/08/20	\$ 2,094,776
5680	I-605 Hot Spot	Pico Rivera	6615 Passons Blvd	Pico Rivera	90660	Chris Becca	(310) 502-6335	cbecca@wildlan.com	12/02/19	06/01/20	\$ 4,688,777
5692	Residential Street Rehab	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Lauren Sablan	310-318-0661	Lauren.Sablan@Redondo.org	11/12/19	02/10/20	\$ 1,894,609
5696	Laguna Niguel Regional Park	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	11/12/19	11/12/20	\$ 2,490,000
5698	County of Orange - General Engineering	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.ocgov.com	01/21/20	06/30/20	\$ 1,978,872
5701	Traffic Management System - SUB to Femeira	Azusa	213 E. Foothill Blvd	Azusa	91702	Christina Curiel	626-812-5248	ccuriel@azusaca.gov			\$ 9,679,293
5715	Northwest Infrastructure	Monrovia	600 S Mountain Ave	Monrovia	91016	Sean Sullivan	626 932-5522	ssullivan@ci.monrovia.ca.us	09/26/20	TBD	\$

**NON-COLLUSION AFFIDAVIT**

This form to be filled in and signed by each bidder on a project of public works.

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES

Be it known that Curtis P. Brown III (Name)  
being first duly sworn, deposes and testifies that he is the President (Title)  
of PALP, INC DBA (Co. Name)  
the party making the foregoing bid: EXCEL PAVING COMPANY

1. That the bid tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.
2. That the bid is genuine and not collusive or a sham.
3. That said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, nor colluded or agreed with any other bidder or person to submit a sham bid, nor colluded to prevent any other bidder or persons from bidding.
4. That said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the bid price of said or any other bidder, nor to similarly seek to limit or establish any overhead, profit or cost element of such bid price.
5. That said bidder has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
6. That said bidder has not directly or indirectly submitted its bid price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the bidder in his general business.
7. That all the above statements are true to the best of my knowledge.

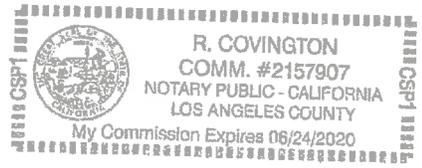
Name: Curtis P. Brown III President

Signature: *[Handwritten Signature]*

Subscribed and sworn to (or affirmed)  
before me on this      day  
of JUN 17 2020, 20    .  
by Curtis P. Brown III,  
personally known to me or proved to me  
on the basis of satisfactory evidence to be  
the person(s) who appeared before me.

*R. Covington*  
Signature of Notary Public

(SEAL)



## Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Per this requirement, provide the following information:

PALP, INC DBA  
EXCEL PAVING COMPANY

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**Contractor Name**

1000003331

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**Contractor Department of Industrial Relations Registration Number:**

6/30/2022

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**Expiration Date of Registration Number**

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

## Attachment "C"



# Attachment C

CITY OF HUNTINGTON PARK  
 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
 CIP NO. 2018-10

BID ITEM	DESCRIPTION	UNIT	EST. QTY.	ONYX PAVING COMPANY, INC.		ALL AMERICAN ASPHALT		HARDY & HARPER, INC.		EXCEL PAVING COMPANY	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 44,685.00	\$ 44,685.00	\$ 25,450.00	\$ 25,450.00	\$ 36,000.00	\$ 36,000.00
2	Traffic Control	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 28,822.00	\$ 28,822.00	\$ 15,250.00	\$ 15,250.00	\$ 88,000.00	\$ 88,000.00
3	Unclassified Excavation and Export	CY	590	\$ 100.00	\$ 59,000.00	\$ 157.00	\$ 92,630.00	\$ 190.00	\$ 112,100.00	\$ 114.00	\$ 67,260.00
4	2" AC Cold Mill	SF	27,724	\$ 0.47	\$ 13,030.28	\$ 0.56	\$ 15,525.44	\$ 0.60	\$ 16,634.40	\$ 0.45	\$ 12,475.80
5	Stabilization Geotextile, Mirafi RS580I or approved equal	SY	1,084	\$ 5.00	\$ 5,420.00	\$ 5.05	\$ 5,474.20	\$ 9.00	\$ 9,756.00	\$ 5.00	\$ 5,420.00
6	AC Geogrid, Mirafi MPV500 or approved equal	SY	917	\$ 2.00	\$ 1,834.00	\$ 2.43	\$ 2,228.31	\$ 6.00	\$ 5,502.00	\$ 5.45	\$ 4,997.65
7	Asphalt Geogrid Concrete Pavement & AC Overlay	TON	480	\$ 200.00	\$ 96,000.00	\$ 100.00	\$ 48,000.00	\$ 115.00	\$ 55,200.00	\$ 142.00	\$ 68,160.00
8	Crushed Aggregate Base	CY	500	\$ 88.00	\$ 44,000.00	\$ 90.50	\$ 45,250.00	\$ 91.00	\$ 45,500.00	\$ 140.00	\$ 70,000.00
9	Remove and Reconstruct Cross Gutter	SF	46	\$ 125.00	\$ 5,750.00	\$ 180.00	\$ 8,280.00	\$ 155.60	\$ 7,157.60	\$ 75.00	\$ 3,450.00
10	Adjust Storm Drain Manhole Frame & Cover	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,126.00	\$ 4,252.00	\$ 2,270.00	\$ 4,540.00	\$ 1,000.00	\$ 2,000.00
11	Remove and Reconstruct Speed Bump	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,952.00	\$ 3,952.00	\$ 4,100.00	\$ 4,100.00	\$ 3,000.00	\$ 3,000.00
12	Remove and Paint Pavement Marking and Striping	LS	1	\$ 6,965.72	\$ 6,965.72	\$ 7,420.00	\$ 7,420.00	\$ 8,400.00	\$ 8,400.00	\$ 7,000.00	\$ 7,000.00
13	Construct and Install Project Improvement Project Sign	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 744.00	\$ 744.00	\$ 1,410.00	\$ 1,410.00	\$ 600.00	\$ 600.00
<b>TOTAL</b>					\$ 296,000.00		\$ 307,262.95		\$ 311,000.00		\$ 368,363.45

