Cristian Markovich, Mayor
Christian Hernandez, Vice Mayor
Chris Garcia, Council Member
Jack Guerrero, Council Member
Baru Sanchez, Council Member

CUDAHY CITY
COUNCIL CHAMBERS
5240 Santa Ana Street
Cudahy, CA 90201
Phone: (323) 773-5143
Fax: (323) 771-2072

AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
And JOINT MEETING Of The
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, May 5, 2015 – 6:30 P.M.

"Members of the Public are Advised that all ***PAGERS****,* ***CELLULAR TELEPHONES*** *and any* ***OTHER COMMUNICATION DEVICES*** *are to be* ***turned off*** *upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.

1. CALL TO ORDER

2. ROLL CALL

Council/Agency Member Garcia
Council/Agency Member Guerrero
Council/Agency Member Sanchez
Vice Mayor/Vice Chair Hernandez
Mayor/Chair Markovich

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. ORAL COMMUNICATIONS

(Mayor: This is the time set aside for citizens to address the City Council/Agency on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes.

When addressing the Council/Agency please speak into the microphone and voluntarily state your name and address.)

6. CITY COUNCIL COMMENTS

(This is the time for the City Council/Agency to comment on any topics related to "City Business," including announcements, reflections on city/regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval/consent of the City Council majority members present, regarding staff directives). Each Council/Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

7. CITY MANAGER REPORT (information only)

8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council/Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.) (COUNCIL/AGENCY)

Recommendation: It is recommended that the City Council/Agency approve the waiver of full reading of Resolutions and Ordinances.

9. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council/Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)
(COUNCIL/AGENCY)

A. Consideration to Adopt Resolution No. 15-17, Approving a Support Letter for Assembly Bill (AB) 857 "The Clean Trucking Act" and AB 1074 "The Clean Fueling Act"

Presented by Deputy City Clerk

Recommendation: Adopt Resolution No. 15-17, approving a letter of support regarding AB 857 and AB 1074, addressed to the State Assembly Committee on Natural Resources and the State Assembly Committee on Transportation

B. Consideration to Approve an Engagement Letter with Sheppard Mullin for Special Legal Services

Presented by Assistant City Attorney

CONSENT CALENDAR ITEM 9 Continued

Recommendation: Approve the Engagement Letter with Sheppard, Mullin, Richter & Hampton LLP for Special Legal Services

C. Consideration to Approve a Contract Services Agreement with FS Construction for the Cudahy Citywide Street Repair and Maintenance Project

Presented by Acting Community Development Director

Recommendation: Approve the Contract Services Agreement with FS Construction for the Cudahy Citywide Street Repair and Maintenance Project, in the amount of $80,798

D. Consideration to Approve a Contract Services Agreement with Sequel Contractors, Inc., for the Cudahy Citywide Street Improvement Project (Prop 1B)

Presented by Acting Community Development Director

Recommendation: Approve the Contract Services Agreement with Sequel Contractors, Inc., for the Cudahy Citywide Street Improvement Project - Prop 1B (Fostoria St/River Rd/Cecelia St/Crafton Ave & Ferndale Ave Loop/Alamo St/ and Walker Ave) in the amount of $299,770

E. Consideration to Approve a Contract Services Agreement with Excel Paving Company for the Atlantic Avenue Street Improvement Project (Phase I)

Presented by Acting Community Development Director

Recommendation: Approve a Contract Services Agreement with Excel Paving Company for the Atlantic Avenue Street Improvement Project (Phase I) in the amount of $56,125

F. Consideration to Adopt Resolution No. 15-18, Regarding Endorsement of El Super Boycott and Approve a Letter of Support Pertaining to the Boycott

Presented by Assistant City Attorney

Recommendation:

i. Adopt Resolution No. 15-18, Endorsing the Boycott of El Super Markets; and
ii. Approve the Letter Addressed to Carlos A. Smith, President and CEO of Bodega Latina Corp., Endorsing the Boycott of El Super

G. Consideration to Co-Sponsor an Event with the Wood Craft Rangers for a Health Fair

Presented by Acting Community Development Director

CONSENT CALENDAR ITEM 9 Continued

Recommendation: Approve the Co-Sponsorship of a Health Fair with the Wood Craft Rangers Being Held on Saturday, May 16, 2015, from 7:00 a.m. to 3:00 p.m. at Lugo Park located at 7810 Otis Avenue, Cudahy, CA 90201

H. Consideration to Approve a Professional Services Agreement with California Consulting for the Preparation and Submittal of a Grant in Response to the US Soccer Foundation, 2015 Safe Places to Play Grant

Presented by Acting Community Development Director

Recommendation: Approve the Professional Services Agreement (PSA) with California Consulting in an Amount Not-To-Exceed $8,000 for the Submittal of One Grant Application in Response to the 2015 US Soccer Federation Call for Projects for the Safe Places to Play Grant by May 29, 2015

10. CITY COUNCIL BUSINESS SESSION

A. Consideration to Introduce Ordinance No. 647 by First Reading Amending Cudahy Municipal Code Section 5.08.070 to Allow Charitable Bingo Games

Presented by Assistant City Attorney

Recommendation: Introduce Ordinance No. 647 by First Reading, Allowing Charitable Bingo Games In the City

B. Consideration to Adopt Ordinance No. 645 by Second Reading, Amending Cudahy Municipal Code Section 2.04.02 to Change the Time for Regular City Council Meetings

Presented by Assistant City Attorney

Recommendation: Adopt Ordinance No. 645, To Change the Schedule for Regular City Council Meetings from Every First and Third Tuesday of Each Month to Every Second and Fourth Monday of Each Month at 6:30 p.m.

C. Consideration to Adopt Ordinance No. 646 by Second Reading, Amending Cudahy Municipal Code Section 3.04.060, Payment of Salaries

Presented by Human Resources Consultant

Recommendation: Adopt Ordinance No. 646 by Second Reading, Amending Cudahy Municipal Code, Section 3.04.060, Changing the Payment of Salaries from Semi-Monthly (i.e., fifteenth day and last day of each calendar month) to Bi-Weekly (i.e., every two weeks)

D. Discussion on Update Pertaining to Lugo Park Improvement Project Concept Plans, Cost Estimates, Funding and Progress Status Review

COUNCIL BUSINESS SESSION ITEM 10 Continued

Presented by Acting Community Development Director

Recommendation:

i. Review the Updated Concept Plans, Cost Estimates, Funding and Progress Status Update for the Lugo Park Improvement Project; and
ii. Provide Input; and
iii. Direct Staff to Proceed with Project Development

11. COUNCIL DISCUSSION

A. Discussion on Town Hall Meetings (Markovich)

B. Discussion on Structure of City Council Agendas (Sanchez)

C. Discussion on Commissioners (Sanchez)

12. ORAL COMMUNICATIONS (Closed Session)

(Each person will be allowed to speak only once on closed session items and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.)

RECESS TO CLOSED SESSION

13. CLOSED SESSION

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

B. Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees City's Designated Representative(s) for Negotiations: Jose Pulido, City Manager and Oliver Yee, Special Counsel Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)

C. Pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [Two (2) Matters] - This matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency

D. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Pending Litigation – [One (1) Matter] - City of Cudahy vs. Bijan Radnia, et al. / L.A.S.C Case No. VC064605

RECONVENE TO OPEN SESSION

14. CLOSED SESSION ANNOUNCEMENT

15. ADJOURNMENT

Cudahy City Council/Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, May 19, 2015 at 6:30 p.m.

I Victor H. Ferrer, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 30th Day of April 2015

Victor H. Ferrer
Deputy City Clerk

Item Number
9A

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Victor H. Ferrer, Deputy City Clerk

Subject: **Consideration to Adopt Resolution No. 15-17, Approving a Support Letter for Assembly Bill (AB) 857 "The Clean Trucking Act" and AB 1074 "The Clean Fueling Act"**

RECOMMENDATION

The City Council is requested to adopt Resolution No. 15-17, approving a letter of support regarding AB 857 and AB 1074, addressed to the State Assembly Committee on Natural Resources and the State Assembly Committee on Transportation.

BACKGROUND

1. On April 15, 2015, Ms. Krista L. Phipps from Sempra Energy Utilities (SoCalGas) contacted the City Clerk's Office to present AB 857 and 1074 to the City Council.

2. On April 21, 2015, during a regular City Council meeting, Ms. Phipps gave a brief presentation and asked the Council to support AB 857 and 1074. The City Council then gave the City Clerk's Office direction to prepare a resolution in support of AB 857 and 1074 for approval in the May 5, 2015 City Council meeting.

ANALYSIS

The Council expressed an interest to prepare a resolution to approve a letter of support addressed to the State Assembly Committee on Natural Resources and State Assembly Committee on Transportation, expressing their support for clean transportation and fueling initiatives.

AB 857, "The Clean Trucking Act," focuses on reducing smog-forming emissions and greenhouse gas emissions by transitioning heavy-duty diesel truck use to more environmental friendly trucks. AB 857 will incentivize truck owners/operators to get cleaner, heavy-duty

trucks.

AB 1074, "The Clean Fueling Act," like AB 857, focuses on reducing smog-forming emissions and greenhouse gas emissions; the difference is that AB 1074 will reduce emissions by expanding California's infrastructures for alternative fuels.

AB 857 and AB 1074 will help improve the quality of life of Cudahy residents. Reducing emissions will help improve the air quality and hopefully reduce the amount of residents diagnosed/affected with asthma.

CONCLUSION

If the Council adopts Resolution No. 15-17, the City Clerk's Office will gather/obtain the necessary signatures on the letters of support and deliver them to members of the State Assembly Committee on Natural Resources and State Assembly Committee on Transportation.

If the Council denies the adoption of Resolution No. 15-17, no further action will be taken.

FINANCIAL IMPACT

Staff does not anticipate a financial impact.

ATTACHMENTS

A. Resolution No. 15-17
B. Letter of Support Addressed to State Assembly Committee on Natural Resources
C. Letter of Support Addressed to State Assembly Committee on Transportation
D. AB 857 "The Clean Trucking Act" Informational Flyer
E. AB 1074 "The Clean Fueling Act" Informational Flyer

RESOLUTION NO. 15-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY IN SUPPORT OF AB 857 (2015) AND AB 1074 (2015) RELATING TO THE CLEAN TRUCKING ACT AND THE CLEAN FUELING ACT

WHEREAS, AB 857 creates the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program (the "Program"); and

WHEREAS, the Program extends and expands incentives to support deployment of clean and low carbon heavy-duty vehicles involved in goods movement that can provide an immediate and cost-effective solution to achieving emission reductions to clean the air and improve public health; it also supports the transition to low carbon transportation technologies to address climate change and global health; and

WHEREAS, AB 1074 will accelerate the adoption of alternative fuel vehicles by addressing the need for alternative fueling stations. Specifically, AB 1074 directs the California Energy Commission to develop a refueling infrastructure plan that identifies the number of stations, and the geographic areas where additional stations are needed; and

WHEREAS, with AB 1074, the California Energy Commission's plan would guide necessary infrastructure development to reach state and federal air quality and emission reduction goals quickly and cost-effectively; and

WHEREAS, the City Council of the City of Cudahy ("City Council") fully supports plans and programs which aim to clean the air and improve public health on both a local and global scale, and wishes to declare its support of AB 857 and AB 1074 to the Assembly Committees of Natural Resources and Transportation.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds AB 857 and AB 1074 to be important legislation which would benefit the City's residents and the residents of the State of California.

SECTION 2. The City Council hereby authorizes the Mayor to sign and send a letter stating the City of Cudahy's support of AB 857 to the Assembly Committee of Natural Resources, attached hereto as Attachment A.

SECTION 3. The City Council hereby authorizes the Mayor to sign and send a letter stating the City of Cudahy's support of AB 1074 to the Assembly Committee of Transportation, attached hereto as Attachment B.

SECTION 4. If any part of this Resolution, or the application thereof, is held to be invalid, the remainder of this Resolution shall not be affected thereby, and this Resolution shall otherwise continue in full force and effect. To this end, the provisions of this Resolution, and each of them, are severable.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 5th day of May, 2015.

_____
Cristian Markovich
Mayor

ATTEST:

_____
Victor Ferrer
Deputy City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Victor Ferrer, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.15-17 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 5th day of May, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Victor Ferrer
Deputy City Clerk

May 5, 2015

The Honorable Das Williams
Chair, Assembly Committee on Natural Resources
State Capitol, Room 4005
Sacramento, California 95814

Email: Assemblymember.williams@assembly.ca.gov
Fax: 916-319-2137

RE: AB 857 (Perea) CLEAN TRUCK PROGRAM – STRONG SUPPORT

Dear Assemblymember Williams,

On behalf of the City of Cudahy, we respectfully submit our support for the AB 857, the Clean Trucking Act. This bill will create incentives for heavy-duty truck purchasers to help buy-down the initial cost of the vehicle. The bill will help California truckers purchase new very low-emission trucks which will help accelerate the retirement of older high polluting trucks. It will help grow the clean alternative fuel truck market now and will also stimulate additional investments in the next generation of lower emission truck technologies.

California has always been at the forefront of policies to protect and improve the environment. For the last 50 years, California has led the nation in the development of tough policies and stringent regulations to decrease public exposure to air contaminants that cause asthma, cancer, and other health problems. But even with the most aggressive emissions control measures in the world, California still suffers from the worst air quality in the nation, particularly in the South Coast and San Joaquin Valley air districts.

Poor air quality creates a cost to everyone, and all too frequently, it is the most vulnerable who are at risk. Study after study shows California has a wide health disparity problem that cuts along economic, ethnic and racial divides. This disparity adversely affects those living in communities situated near pollution-affected corridors including freeways, ports, and rail depots.

While the transportation sector is California's biggest emissions challenge, it also offers the greatest opportunity to improve air quality and quality of life. By sending market signals that all cost-effective solutions will be considered, California can accelerate the development of even cleaner, affordable technologies that help drive down the cost of new heavy-duty engines.

AB 857 is critical to improving air quality and public health in California. It will provide incentives to increase deployment of clean trucks in California and help California achieve the ambitious emissions reduction goals mandated by AB 32, as well as federal ozone standards. AB 857 is actionable policy that will lead to better air quality in California, including disadvantaged communities along major goods movement corridors.

We commend Assemblymember Perea for authoring AB 857 and actualizing innovations that can improve California's air quality in the near-term. With AB 857, California has the opportunity to improve air quality, and increase related health benefits for residents. For these reasons, the City of Cudahy **supports** AB 857.

Sincerely,

Cristian Markovich
Mayor, City of Cudahy

CC:

The Honorable Brian Dahle, Vice Chair, Assembly Committee on Natural Resources
Email: **assemblymember.williams@assembly.ca.gov**

Assemblymember Cristina Garcia
Email: **assemblymember.garcia@assembly.ca.gov**

Assemblymember David Hadley
Email: **assemblymember.hadley@assembly.ca.gov**

Assemblymember Matthew Harper
Email: **assemblymember.harper@assembly.ca.gov**

Assemblymember Kevin McCarty
Email: **assemblymember.mccarty@assembly.ca.gov**

Assemblymember Anthony Rendon
Email: **assemblymember.rendon@assembly.ca.gov**

Assemblymember Mark Stone
Email: **assemblymember.stone@assembly.ca.gov**

Assemblymember Jim Wood
Email: **assemblymember.wood@assembly.ca.gov**

Jesse Cuevas
State Capitol, Room 3120
Sacramento, California 95814
Fax: 916-319-2131
Email: jesse.cuevas@asm.ca.gov

Israel Salas; ISalas@semprautilities.com

Regina Lugani; Rlugani@semprautilities.com

May 5, 2015

The Honorable Jim Frazier
Chair, Assembly Committee on Transportation
State Capitol, Room 3091
Sacramento, California 95814

Email: Assemblymember.frazier@assembly.ca.gov
Fax: 916-319-2111

RE: AB 1074 (Garcia) Clean Fueling Act– STRONG SUPPORT

Dear Assemblymember Frazier,

On behalf of the City of Cudahy, we are pleased to support AB 1074 (Garcia), the Clean Fueling Act. This bill will accelerate the adoption of alternative fuel vehicles by addressing the need for alternative fueling stations. Specifically, AB 1074 directs the California Energy Commission to develop a refueling infrastructure plan that identifies the number of stations, and the geographic areas where additional stations are needed. Building a roadmap for alternative refueling infrastructure is the first step to developing stations and reducing driver range anxiety, which is a major barrier in the adoption of alternative fuel vehicles. To increase the number of alternative fuel vehicles on the road, drivers need convenient access to refueling facilities.

State law, the California Global Warming Solutions Act (AB 32), requires reductions in greenhouse gas (GHG) emissions by more than 80% by 2050. In addition, Southern California and the San Joaquin Valley face a more immediate challenge in the form of the Federal Clean Air Act, which requires at least a 65% reduction in NOx emissions by 2023, and an 80% reduction by 2032. Public exposure to poor air quality may cause asthma, cancer, and other health problems. The transportation sector accounts for 80% of the regions smog-forming emissions (NOx) and 40% of its greenhouse gas (GHG) emissions. Alternative fuel vehicles will improve California's air quality by reducing transportation related emissions. For example, transitioning to Heavy Duty CNG trucks from standard heavy duty diesel trucks would reduce NOx emissions by 90% and GHG emissions by 15-20%.

There are many alternative fuel technologies available today, and Californians should have greater access to them so that individual transportation needs can be met. However, today access is limited because there are not enough alternative refueling options. With AB 1074, the California Energy Commission's plan would guide necessary infrastructure development to reach our air quality and GHG emission reduction goals quickly and cost-effectively. We commend Assemblymember Garcia for authoring AB 1074 and responding to the need to expand

the alternative refueling infrastructure. For these reasons, the City of Cudahy supports AB 1074 and requests your "Aye" vote.

Sincerely,

Cristian Markovich
Mayor, City of Cudahy

CC:

Assemblymember Katcho Achadjian, Vice Chair, Assembly Committee on Transportation; Assemblymember.achadjian@assembly.ca.gov

Assemblymember Catharine Baker; Assemblymember.baker@assembly.ca.gov

Assemblymember Richard Bloom; Assemblymember.bloom@assembly.ca.gov

Assemblymember Nora Campos; Assemblymember.campos@assembly.ca.gov

Assemblymember Kansen Chu; Assemblymember.chu@assembly.ca.gov

Assemblymember Tom Daly; Assemblymember.daly@assembly.ca.gov

Assemblymember Bill Dodd; Assemblymember.dodd@assembly.ca.gov

Assemblymember Eduardo Garcia; Assemblymember.garcia@assembly.ca.gov

Assemblymember Jimmy Gomez; Assemblymember.gomez@assembly.ca.gov

Assemblymember Young Kim; Assemblymember.kim@assembly.ca.gov

Assemblymember Eric Linder; Assemblymember.linder@assembly.ca.gov

Assemblymember Jose Medina; Assemblymember.medina@assembly.ca.gov

Assemblymember Melissa Melendez; Assemblymember.melendez@assembly.ca.gov

Assemblymember Adrin Nazarian; Assemblymember.nazarian@assembly.ca.gov

Assemblymember Patrick O'Donnell; Assemblymember.odonnell@assembly.ca.gov

Israel Salas; ISalas@semprautilities.com

Regina Lugani; Rlugani@semprautilities.com

Breathing California's air should NOT lead to another sick day.

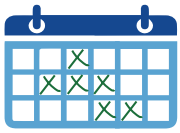
The time to act is now.

Support AB 857: The Clean Trucking Act

AIR QUALITY

California has the worst air quality in the nation, contributing to serious health risks including asthma, cancer, birth defects and even premature death.

1 IN 6 OF CALIFORNIA'S CHILDREN LIVE WITH ASTHMA

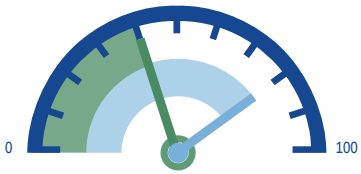


CALIFORNIA CHILDREN MISS AROUND **1.9 MILLION** SCHOOL DAYS EACH YEAR DUE TO ASTHMA

ASTHMA RESULTS IN ABOUT **11.8 MILLION** DAYS OF MISSED WORK IN CALIFORNIA

THE CHALLENGE

We need to reduce emissions from the transportation sector, which account for

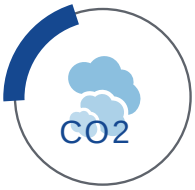


80% OF THE REGION'S SMOG-FORMING EMISSIONS (NOx)

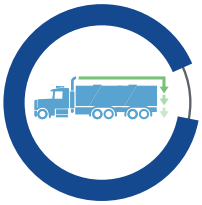
40% OF ITS GREENHOUSE GAS EMISSIONS

Poor air quality is widening the gap in **health disparity** — California's most disadvantaged communities live near major transportation corridors.

HEAVY-DUTY DIESEL TRUCKS ARE THE BIGGEST POLLUTERS. Transitioning from gasoline and diesel to alternative fuels would significantly improve our environment and public health.



REDUCE GREENHOUSE GASES BY **15%-20%**



PRODUCE **90%** LESS NOx EMISSIONS

THE SOLUTION

The challenge is economic—fleet owners need a way to offset upfront costs.

AB 857 THE CLEAN TRUCKING ACT GIVES CALIFORNIA A PRACTICAL AND AFFORDABLE WAY TO IMPROVE THE AIR QUALITY AND THE HEALTH OF OUR COMMUNITIES.

Providing incentives to get cleaner, heavy-duty trucks on the road, **the bill will accelerate the reduction of harmful emissions, help California clean the air and achieve its environmental goals faster.**

We don't have to wait for better air quality.

Sitting in traffic is bad enough.

Do you really want to be stuck behind this truck?

Support AB 1074: The Clean Fueling Act

THE TRANSPORTATION SECTOR

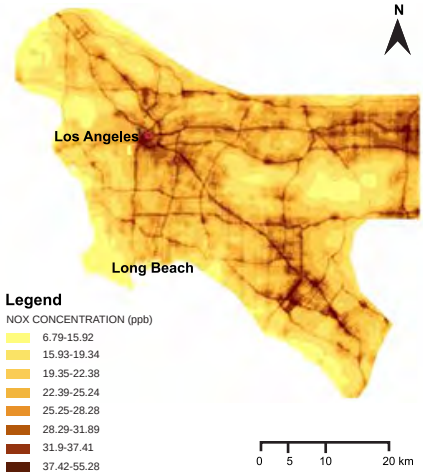
California has the worst air quality in the nation. To address the challenge, we need to target the transportation sector, which accounts for

80% OF THE REGION'S SMOG-FORMING EMISSIONS (NOx)

40% OF ITS GREENHOUSE GAS EMISSIONS

AIR POLLUTION

Disadvantaged communities near Southern California's freeways are suffering most from living with severely polluted air.

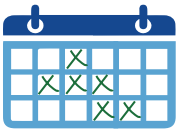


CALIFORNIA'S BAD AIR

California's extremely poor air quality contributes to serious health risks including asthma, cancer, birth defects and even premature death.

1 IN 6 OF CALIFORNIA'S CHILDREN LIVE WITH ASTHMA

ASTHMA RESULTS IN ABOUT **11.8 MILLION** DAYS OF MISSED WORK IN CALIFORNIA



CHILDREN MISS AROUND **1.9 MILLION** SCHOOL DAYS EACH YEAR DUE TO ASTHMA

STATEWIDE COSTS OF ASTHMA HOSPITALIZATIONS WERE OVER **$1 BILLION** IN 2010

TRANSITIONING FROM GASOLINE AND DIESEL TO ALTERNATIVE FUELS WILL IMPROVE OUR ENVIRONMENT AND PUBLIC HEALTH.

REDUCE GREENHOUSE GASES BY **15%-20%**

PRODUCE **90%** LESS NOx EMISSIONS

THE SOLUTION

We need to **invest in fueling infrastructure and build new stations** to make it easy and convenient to fill up with cleaner alternative fuels.

AB 1074 THE CLEAN FUELING ACT WILL GIVE MORE CALIFORNIANS ACCESS TO CLEAN-BURNING FUELS.

Expanding California's infrastructure for alternative fuels, **the bill will accelerate the reduction of harmful emissions, help California clean the air and achieve its environmental goals faster.**

We don't have to wait for better air quality.

SheppardMullin

Sheppard, Mullin, Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067-6055
310.228.3700 main
310.228.3701 fax
www.sheppardmullin.com

310.228.2289 direct
jcurry@sheppardmullin.com

April 27, 2015

File Number: 0100-092533

VIA EMAIL

City of Cudahy
Isabel Birrueta, Esq.
OLIVAREZ MADRUGA, LLP
1100 S FLOWER ST, SUITE 2200, LOS ANGELES, CA 90015
E-Mail Address: Ibirrueta@omlawyers.com

Re: Engagement of Sheppard, Mullin, Richter & Hampton LLP

Dear Ms. Birrueta:

The purpose of this letter is to confirm our engagement by The City of Cudahy (the "City") to represent it in connection with its coverage issues and potential dispute with the City's Joint Powers Authority, California JPIA, regarding coverage for a lawsuit filed by George A. Perez. Our firm is not counsel, however, for the City in the underlying lawsuit. We appreciate your confidence and thank you for selecting us as counsel for the City.

1. Scope of Representation. Except as we may agree otherwise in writing, we will be representing only the City and will not be representing any parent, subsidiary or other affiliated entity nor any director, officer, employee, agent or insurer of the City. The terms of this letter apply to other engagements for the City that we may undertake, except as we may otherwise agree.

2. Fees and Charges. Our fees are based on hours charged at scheduled rates that are periodically adjusted, generally as of the beginning of a calendar year. The hourly rates at this time are $670 for me. Our scheduled hourly rates for other attorneys range from $335 to $1,110. In addition to fees, our statements include our actual costs (except as set forth in Attachment A) for fees of governmental agencies and disbursements and/or charges for third parties, the current schedule for which is set forth on Attachment A and which also is adjusted from time to time (collectively "Charges"). Our standard practice is to have certain charges for outside retained services such as process service, court and deposition reporting and transcription services, expert witnesses, and investigation services invoiced to the City directly. This letter constitutes the City's agreement to pay all such invoices prior to delinquency and to hold us harmless from its failure to do so. Of course, to the extent such third party charges are paid directly by us they will be included in our statements. Statements are submitted monthly and are due and payable upon receipt. The City agrees to notify us promptly in writing if it disputes any entry for legal services or charges on any statement. In the absence of any written

objection thereto within thirty (30) days of the City's receipt of an invoice, the City will be deemed to have accepted and acknowledged the invoice as correct through the period covered by the invoice. Please understand that it is our policy to stop work on all matters we are handling for a client if any amount invoiced to such client is sixty (60) days or more past due. Also, interest is charged at 10% per annum from date of statement for amounts outstanding more than sixty (60) days.

Unless we otherwise expressly agree in writing, any estimates we may provide from time to time and any Fee Deposits or advances against costs we may require are not a limitation on our fees and other charges. In addition, if as a result of our engagement we are required to produce documents or appear as witnesses in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving the City or related persons, the City is responsible for costs and expenses reasonably incurred by us including professional and staff time at then scheduled hourly rates and reasonable attorneys' fees and costs that we may incur. Similarly in the event that the City should request that it be given its files or that they be transferred to some other firm, the City agrees that we may retain a copy of those files and City agrees to pay for the costs of such copying. These provisions shall survive any termination of our representation of the City.

In addition to the security interest granted to us in any and all Fee Deposits, the City hereby grants us a lien on any and all claims or causes of action that are the subject of our representation under this agreement. Our lien will be for any sums owing to us at the conclusion of our services. The lien will attach to any recovery the City may obtain, whether by arbitration award, judgment, settlement or otherwise.

3. Fee Deposits. We have agreed to undertake this engagement without requiring an advance deposit (a "Fee Deposit") for legal fees and/or Charges. However, we reserve the right in the future (i) to require that the City deposit with us a Fee Deposit in such amount as we shall then request and (ii) from time to time thereafter to require that the amount of the Fee Deposit be increased. We may make such a request as the monthly activity in the matter increases, as it approaches trial or for any other reason that we deem appropriate to protect our firm. You hereby grant us a security interest in any and all Fee Deposits made pursuant to this engagement letter to secure payment to us of any future Fees and Charges. Should we request the same, the initial Fee Deposit and any increase in the Fee Deposit must be paid within fifteen (15) days of our written request. The amounts we may request be deposited as a Fee Deposit will not represent our estimate of the total fees and Charges to be incurred in the course of this engagement or for any time period of our engagement. The Fee Deposit will be applied to our final invoice, or at our option, if the City is delinquent in the payment of any invoice, we may apply some or all of the Fee Deposit to the payment of such invoice. In such event, the City agrees that, within ten (10) days of our notice to it, it will deposit with us the amount so applied in order to restore the Fee Deposit to its amount prior to such application.

4. Consent to Representation of Parties Adverse to the City. By this engagement, Sheppard, Mullin, Richter & Hampton LLP ("SMRH") has been retained to represent the City. SMRH may be asked to also represent the City in the future in connection with other

engagements. Any past, present and future engagement of SMRH by the City is referred to in this letter individually and collectively as the "City Engagement."

As required by California law and Rules of Professional Conduct governing attorneys (the "Ethical Rules"), the purpose of this letter is to make disclosures and to obtain the consent of the City to SMRH acting both as counsel for the City and also acting as counsel for any persons other than the City (individually and collectively, "Private Parties"), now or in the future, in matters not substantially related to any City Engagement ("Unrelated Matters").

Our firm has many attorneys and multiple offices. Consequently, SMRH currently represents and in the future may represent numerous Private Parties who may have dealings with the City. The ability of SMRH to maintain and sustain its relationships with Private Parties who are clients is critical to SMRH. Therefore, the execution and delivery of this consent and waiver by the City is an essential condition to our acceptance of the City Engagement.

a. Disclosures

Unrelated Matters in which SMRH represents Private Parties (but not the City) may involve seeking discretionary or ministerial approvals by the City or affiliated agencies or authorities in connection with land use, building, construction or other matters; appearances before the City Council, the City Attorney, or regulatory or administrative agencies regarding political, legislative, administrative, enforcement and tax matters; representation of plaintiffs or defendants in civil actions; representation of defendants in civil or criminal enforcement actions; tax matters; and transactions between Private Parties and the City such as preparing and negotiating agreements, licenses, leases or other documents. SMRH may also represent Private Parties in litigation, arbitration, audits, examinations, inquiries, administrative appeals, and other adversarial proceedings in which the interests of the Private Parties are adverse to the interests of the City.

Concurrently representing more than one client with interests adverse to each other, although in separate and unrelated matters, may have disadvantages to each client. Performance of the attorney's duties of loyalty, confidentiality and competence might be affected adversely, or may be perceived to be affected adversely, if the attorney represents a client in one matter while at the same time representing another client in a different matter. The interests of the multiple clients may vary, and as a result the attorney may be subjected to divided loyalties or have difficulty "serving more than one master." Disadvantages include the following:

(1) Possible Effect on Loyalty and Vigor.

Representation of multiple clients may result in less vigorous assertion or protection of one client's separate interests than if the attorney were to represent only that particular client.

(2) Confidentiality.

If we represent only the City in the course of a City Engagement, then the attorney-client privilege will continue to apply to confidences we learn in the course of such City Engagement. Nonetheless, although we will be bound not to disclose any confidential information acquired in the course of any City Engagement, our possession of such information may work to the disadvantage of the City if we represent Private Parties in matters in which the interests of the City are adverse to the interests of the Private Parties. For example, knowledge of the City and their respective personnel and procedures may be useful in representing a Private Party even if no confidence of the City is disclosed.

Risk of Requirement to Withdraw. If an attorney cannot accept or continue an engagement or must withdraw there from, the client may incur delay such as acquainting new counsel with the matter or the business or legal affairs of the client. Because of conflicts of interest that might arise from representing Private Parties adverse to the City in connection with Unrelated Matters, SMRH might be required by the Ethical Rules to withdraw from further representation of the City (for example, a court may disqualify us as counsel to the City), in which case the City might incur delay in connection with obtaining new counsel. The City agrees to our withdrawal under such circumstances.

Appearance to Constituencies. The City may be in a position, now or in the future, where its ability to respond to administrative or public constituencies is hampered by our representation of Private Parties in other matters. In other words, the appearance to constituencies may be better if the City were represented by independent counsel who has no other client with an interest adverse to the City.

Representation Adverse to the City. In representing Private Parties in connection with Unrelated Matters, we will be bound to vigorously represent the interests of the Private Party clients even if that is adverse to the interests of the City. SMRH would not be representing the interests of the City in any such Unrelated Matter.

5. Privilege. We may have occasion to seek legal advice about our own rights and responsibilities regarding our engagement by the City. We may seek such advice from attorneys in our internal Office of the General Counsel who do not do work for the City or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any communication nor their substance is subject to disclosure to you. To the extent that we are addressing our own rights and responsibilities, a conflict of interest might be deemed to exist between us and the City, particularly if a dispute should arise between us. The City hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that would otherwise disqualify us from continuing to represent the City or from acting in our own behalf, even if doing so might be deemed adverse to the interests of the City.

6. Termination of Representation. The City has the right to terminate our representation of it at any time. Subject to our ethical obligation to give the City reasonable notice to arrange for alternate representation, we may terminate our representation of it at any time. Upon termination of our representation, the City agrees to promptly sign substitutions of counsel authorizing our withdrawal as its counsel of record in any proceeding. Unless we agree to render other legal services to the City, our representation will terminate upon completion of the Litigation. That will be the case whether or not, as is not uncommon, we are designated to receive copies or courtesy copies of notices under one or more documents related to the Litigation.

7. Document Retention. The City agrees that it will be responsible for providing us with all records pertinent to this matter, including information stored electronically such as e-mails and other computerized records. If the City has in effect document retention policies that could result in the destruction, deletion or alteration of information that could potentially be discoverable in this matter, it is very important that the City institute steps to stop all such destruction, deletion or alteration and to preserve all such information in the form that it now exists. In particular, you should notify your officers and employees that may have potentially discoverable emails or other paper or electronic files not to delete or destroy them, but to allow the City to preserve these records. Please remember that information that may be potentially discoverable includes not only information that is relevant to the underlying dispute but also information that could lead to the discovery of relevant information. You should err on the side of caution, and make sure that potentially discoverable information is no longer subject to destruction under your standard document retention policies until you speak with us further on this important subject.

8. Our Document Retention. It is our policy and practice to destroy our files ten (10) years after the file is first closed unless the client requests a shorter or longer retention period in writing. Files are generally closed at the conclusion of a lawsuit or completion of a transaction. In addition, you agree that our work product including our internal emails, internal drafts, notes and mental impressions belong to us as lawyers and are not part of your client file.

9. No Warranties. Litigation is by its nature unpredictable. It is not possible to warrant a successful result or represent that a particular result can be obtained within a given time framework or cost estimate. We appreciate the City's awareness of and patience with the pitfalls of litigation. You and the City acknowledge that we have not made any representations, promises, warranties or guarantees to you or the City, express or implied, regarding the outcome of this matter.

10. Arbitration, Choice of Law and Forum. Arbitration has the potential to provide a more timely, more economic and more confidential resolution of any dispute between us. Any dispute between us concerning our fees or charges shall, if you so elect, be submitted to arbitration under the rules of the State Bar of California ("the Rules"), and shall be binding if (i) each of us so agrees after any such dispute arises, or (ii) such arbitration becomes binding under the Rules. Any dispute between us concerning our fees or charges not so submitted to binding arbitration under the Rules, or that remains unresolved after non-binding arbitration under the

Rules and any other dispute between or among the City and us or any of our attorneys and agents, including but not limited to claims of malpractice, errors or omissions, the scope or applicability of this agreement to arbitrate or any other claim of any kind regardless of the facts or the legal theories, shall be finally settled by mandatory binding arbitration in Los Angeles, California with each party to bear its own costs and attorneys' fees and disbursements. The Arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, except that notwithstanding anything to the contrary in the JAMS rules, full discovery shall be permitted as allowed by California Code of Civil Procedure section 1283.05. The arbitration shall commence when any party serves a demand for arbitration on the other party. Any arbitration hereunder, and all submissions, testimony, transcripts, evidence, etc., related to such arbitration, shall be kept confidential by all parties. Such arbitration shall be conducted before a single arbitrator, except in matters involving a dispute greater than One Million Dollars ($1,000,000), which shall be conducted before a three-arbitrator panel. The Arbitrator(s) shall be appointed according to the JAMS rules. All arbitrators shall serve as neutral, independent and impartial arbitrators and must act in conformity with the rules of evidence and law. Judgment on a binding arbitration award may be entered in any court of competent jurisdiction. *We mutually acknowledge that, by this agreement to arbitrate, each of us irrevocably waives our rights to court or jury trial. The City has the right to consult separate legal counsel at any time as to any matter, including whether to enter into this engagement letter and consent to the foregoing agreement to arbitrate.* The City agrees that this agreement will be governed by the laws of California without regard to its conflict rules provided that nothing herein shall limit the full applicability of the Federal Arbitration Act. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject in all cases to the arbitration provision set forth herein, the City agrees that (i) with regard to the courts, exclusive jurisdiction and exclusive venue for any dispute between us shall lie solely with the California Superior Court for the county named above as the site for arbitration and the corresponding U.S. District Court and (ii) consents to service of process pursuant to the applicable California state statutes and federal rules.

If the foregoing is an acceptable basis for our engagement as counsel, I would appreciate it if you would print out and sign a copy of this letter on behalf of the City, return the copy to me by e-mail, and mail an originally signed copy to us. If you have any questions or concerns, please call. You have the right to seek the advice of an independent counsel of your choice before signing this letter and to be given a reasonable opportunity to seek that advice.

Once again, thank you for selecting us to represent the City in this matter.

Sincerely,

James E. Curry
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:437078329.1

Enclosure

The undersigned has read and understands this engagement letter and agrees that it correctly sets forth the terms upon which Sheppard, Mullin, Richter & Hampton LLP has been engaged by the undersigned City in connection with the representation described herein and has waived any conflict of interest on the part of this Firm arising out of the representation described above.

City of Cudahy

By: _____

Its: _____

ATTACHMENT A

ADMINISTRATIVE CHARGE TABLE

(As of January 1, 2015)

For your information, the following is a current list of the various costs that are charged to clients.

Category	Charge
Delivery (DHL, Federal Express, messenger etc.)	Invoiced cost; not reduced by any volume discounts.
Document imaging (Scanning, OCR, Coding)	Invoiced cost.
Duplicating	$0.25 per page; color copies $0.75.
Lexis/ Westlaw Legal research	Ten Percent (10%) off of Vendor Standard Rates.
Postage	Actual cost of mailings over $5.00 per day.
Telephone	
Local calls	No charge
Long distance calls within U.S. and Canada	$0.10 to $0.15 per minute
Other international calls	Firm's estimated cost
Travel	Actual Cost.

Item Number
9C

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/ Executive Director
By: Michael Allen, Community Development Director

Subject: **Consideration to Approve a Contract Services Agreement with FS Construction for the Cudahy Citywide Street Repair and Maintenance Project**

RECOMMENDATION

The City Council is requested to approve a Contract Services Agreement with FS Construction, the lowest responsive bidder, in the amount of $80,798

BACKGROUND

1. On July 2013, the City, through the Metropolitan Transportation Authority (Metro), programmed the amount of $76,530 from Measure R Funds for the Cudahy Citywide Repair and Maintenance Project. In 2015, TDA Funds in the amount of $21,297 were also programmed trough Metro for the same purpose.

2. On August 2013, Metro approved the appropriation of the requested Measure R Funds. The monies are to be utilized for street maintenance for all streets and roads in Cudahy within five years of allocation. In 2015, Metro also approved the appropriation of TDA Funds for this project.

3. On April 2015, the Engineering Department issued a Notice to Contractors to procure construction services for the aforementioned project. The project was properly advertised in the newspaper for two consecutive weeks.

4. On April 20, 2015, the City Clerk Office conducted a bid opening meeting at the City's Council Chambers. A total of five bids were received for this project, ranging in cost from $80,798 to $386,895.52 (this includes base bid and additional items 14, 15 and 16 per project bid schedule).

ANALYSIS

The Engineering Department evaluated the condition of existing arterials, collectors and local roads within its jurisdiction. As a result of this extensive evaluation, it has been determined that several roads are in need of pavement and concrete rehabilitation to prevent infrastructure failures and more costly repairs in the future. The rehabilitation includes cold milling existing asphalt concrete and asphalt concrete overlay at specific damaged areas (repair of potholes) and crack sealing existing cracks on asphalt concrete. It also entails the removal and replacement of damaged sidewalks, driveways, curb and gutters, and/or cross gutters; cold mill existing sidewalks to eliminate tripping hazard, installation and modification of corner access ramps to meet the requirements of the Americans with Disabilities Act (ADA); as well as the completion of other miscellaneous items, including traffic striping and traffic control, as described in the Project Specifications. It is important to mention that this project is a citywide project that includes repair and maintenance on all arterials, corridors and local streets within the City's jurisdiction as described in the project scope of work.

The project has been properly engineered with an extensive field assessment and specifications developed. The project was properly bid and five bids were received ranging in cost from $80,798 to $386,895.52 (this includes base bid and additional items 14, 15 and 16 per project bid schedule).

FS Construction submitted a bid proposal in the amount of $80,798 and is the lowest responsive and responsible bidder. FS Construction's Department of Industrial Relations (DIR) Registration No. 1000001427 (Per SB 854 Public Works Contractor Registration Program).

CONCLUSION

Approval of the plan will resolve the repair of potholes, as well as crack sealing of existing cracks on the asphalt concrete pavement at several locations within City's jurisdiction. It will also resolve the repair of damaged sidewalks, driveways, and curb and gutters around the City. In addition, approval of the plan and associated contract will prevent much more costly infrastructure repairs in the future.

Failure to approve the work will expose the City to potential liability for ADA claims, sidewalk trip and fall claims, and vehicle claims for failure to maintain a safe infrastructure.

FINANCIAL IMPACT

The project has been budgeted in the Fiscal Year 2014-15 City's Budget. Measure R and TDA monies have been allocated for the specific purpose of repair and maintain arterials, corridors and local streets in the City. The project as developed, meets Measure R and TDA guidelines and the expenditure of the funds deemed appropriate.

ATTACHMENTS

A. Bid Opening Minutes
B. Bid Proposal - FS Construction
C. Contract Services agreement – FS Construction

BID OPENING MINUTES

Contracting Agency: City of Cudahy
Agency Representative: Victor Ferrer, Deputy City Clerk
Project Name: Cudahy Citywide Street Repair & Maintenance Project
Project Number: 253-4425-6725
Bid Opening Date: April 20, 2015 Time of Bid Opening: 10:00 AM
Place of Bid Opening: City Hall Chamber

	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1	PALP, INC. DBA EXCEL PAVING COMPANY	~~9:57 a.m.~~ K.T. Apr. 20, 2015	9:57 a.m.	$114,250.00
2	All-American Asphalt	Apr. 20, 2015	9:53 a.m.	$139,200.00
3	Torres Construction	Apr. 20, 2015	9:41 am.	$88,890.00
4	FS Construction	Apr. 20, 2015	9:30 a.m.	$62,400.00
5	JA Salazar	Apr. 20, 2015	8:55 a.m.	$323,181.00
6				
7				

8				
9				
10				

LATE BID SUBMISSION

	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1				
2				
3				

CERTIFICATION

Victor H. Ferrer Deputy City Clerk Witness (Name / Title)	Aaron Hernandez Assistan City Engineer Witness (Name / Title)
Signature	Signature
04/20/2015 Date	04/20/2015 Date

BIDS OPENED BY:

VICTOR FERRER, DEPUTY CITY CLERK AND AARON HERNANDEZ-TORRES, P. E., ASSISTANT CITY ENGINEER

PROPOSAL

Summary

Name of Company Submitting Proposal: FS Construction

Address of Company Submitting Proposal: 14838 Bledsoe St. Sylmar CA 91342

Telephone Number: (818) 838-6040

Amount of Bid from Bid Schedule: $ 62,400—

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

"Cudahy Citywide Street Maintenance Project"

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A certified/cashiers check, properly made payable to the City of Cudahy*, bid bond in favor of the City of Cudahy for**_____

10% Dollars ($_____)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Cudahy. The face amount of bid bond shall be considered established.

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be just cause for forfeiture of the proposal guaranty, to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, **the bidder will be liable for forfeiture** of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda

This bid is being submitted with the following issued and signed addendum(s).

Number (s) ___/___

Warning – If an addendum as being received or addenda have been issued by the administering agency and not noted above as being received by the bidder, or not acknowledging (certification statement) the aforementioned contract modifications with a signature, this Bid may be rejected.

The undersigned must be licensed in accordance with the laws of the State of California that provide for the registration of Contractors at the time this contract is awarded.

J. Angel Fierros
Signature (Authorized Contractor Rep)

By Jose Angel Fierros
Print Name (Authorized Contractor Rep)

14838 Bledsoe St.
Address Sylmar CA 91342

Owner
Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By
Print Name of Witness

(818) 838-6040
Company Telephone Number

Title of Witness

777126 A-C8-C27 4/30/16
State License No. (*If available*) Classification License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

RLI
Name of Surety

Elisabete Salazar
Local Representative

9025 N Lindbergh Dr.
Address Peoria IL 61615

1800 McCollum St. LA CA 90026
Address

(800) 645-2402
Telephone Number

(323) 663-7814
Telephone Number

Best Key Rating

A+
Grade

11
Class

BID SCHEDULE

Contractor's Name FS Construction

Honorable Mayor and City Council
Cudahy, California

Date: _____, 2015

In accordance with your public notice calling for bids to be opened at **10:00 A.M. on April 20th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

"Cudahy Citywide Street Maintenance Project"

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Compact Subgrade to 90% and Construct 2" AC/6" CAB. Repair of potholes Citywide. See Appendix B for locations.	894	SF		
2	Grind and Cap pave up to 2" in depth with ½" conventional Asphalt Concrete material (C2 PG64-10), roll and compact per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) Repair of alligatored areas Citywide. See Appendix B for locations	500	SF		
3	Apply Hot Crack Seal (Cracks ¼" to 1" in width) This work shall include the proper routing and cleaning of all joints and cracks to be sealed and furnishing and install hot pour liquid crack sealer in accordance with these specifications. See Appendix B for locations	1,500	LF		
4	Remove and reconstruct Curb & Gutter (includes saw-cutting of Concrete and Asphalt Concrete, and Asphalt Concrete Repair). Construct Type A2-6 Curb & Gutter per Caltrans STD Plan A87A adjusted to match existing. See Appendix B for locations	45	LF		
5	Remove and reconstruct Concrete Driveway (6 in thick) with 4-ft sidewalk (includes saw-cutting of concrete). Construct PCC residential driveway approach per SPPWC (2012) 110-2, Type A adjusted to match existing. See Appendix B for locations	395	SF		
6	Remove and reconstruct Concrete Sidewalk 4 in thick (includes saw cutting of concrete). Construct 4" PCC Sidewalk per SPPWC (2012) 112-2 & 113-2. See Appendix B for locations	3,988	SF		
7	Cold Mill existing Sidewalk to eliminate Tripping Hazard. See Appendix B for locations.	200	SF		
8	Prune Roots of existing tree and provide and install root barrier. See Appendix B for locations.	9	EA		

Not Bid on Addendum

BID SCHEDULE

Contractor's Name FS Construction

Honorable Mayor and City Council
Cudahy, California

Date: 4 - 20, 2015

In accordance with your public notice calling for bids to be opened at **10:00 A.M. on April 20th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

"Cudahy Citywide Street Repair & Maintenance Project"

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Compact Subgrade to 90% and Construct 3" AC/6" CAB. Repair of potholes Citywide. See Appendix B for locations.	694	SF	13	9,022
2	Grind and Cap pave up to 2" in depth with ½" conventional Asphalt Concrete material (C2 PG64-10), roll and compact per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) Repair of alligatored areas Citywide. See Appendix B for locations	500	SF	7	3,500
3	Apply Hot Crack Seal (Cracks ¼" to 1" in width) This work shall include the proper routing and cleaning of all joints and cracks to be sealed and furnishing and install hot pour liquid crack sealer in accordance with these specifications. See Appendix B for locations	1,500	LF	3.10	4,650
4	Remove and reconstruct Curb & Gutter (includes saw-cutting of Concrete and Asphalt Concrete, and Asphalt Concrete Repair). Construct Type A2-6 Curb & Gutter per Caltrans STD Plan A87A adjusted to match existing. See Appendix B for locations	45	LF	45	2,025
5	Remove and reconstruct Concrete Driveway (6 in thick) with 4-ft sidewalk (includes saw-cutting of concrete). Construct PCC residential driveway approach per SPPWC (2012) 110-2, Type A adjusted to match existing. See Appendix B for locations	395	SF	15	5,925
6	Remove and reconstruct Concrete Sidewalk 4 in thick (includes saw cutting of concrete). Construct 4" PCC Sidewalk per SPPWC (2012) 112-2 & 113-2. See Appendix B for locations	3,988	SF	6	23,928
7	Cold Mill existing Sidewalk to eliminate Tripping Hazard. See Appendix B for locations.	200	SF	20	4,000
8	Prune Roots of existing tree and provide and install root barrier. See Appendix B for locations.	9	EA	150	1,350

9	Install pavement markers and traffic striping per specs to match existing conditions at those areas affected due to Grind and cap, and pothole repair activity.	1	LS	2500	2500
10	SWPPP/WQMP	1	LS	2500	2500
11	Traffic Control	1	LS	3000	3000
	Total Construction				

TOTAL BID SCHEDULE IN FIGURE – BASE BID	$ 62,400--
TOTAL BID SCHEDULE IN WORDS – BASE BID Sixty two thousand, four hundred dollars 0/100	

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlines in the Scope of Work section of the RFP.

The Cudahy Citywide Street Repair & Maintenance Project will be awarded to the lowest responsive & responsible bidder based upon the amounts as indicated in the "Base Bid"

"Cudahy Citywide Street Repair & Maintenance Project"

Additional/Alternate Items

Item No.	Description	Quantity	Unit	Unit Cost	Total
12	Remove and reconstruct Concrete Cross-Gutter (includes saw-cutting of adjacent concrete and asphalt concrete). Construct PCC Cross Gutter per SPPWC (2012) 122-2.	150	SF	15	2,250
13	Remove and reconstruct Concrete Wheelchair Ramp (includes saw-cutting of adjoining concrete and concrete retaining curb). Construct PCC Curb Ramp per Caltrans STD Plan A88A with Embedded tactile/detectable warning surface tile with Truncated domes (yellow federal).	1	EA	2800	2800
	CUDAHY RIVER PARK SIDEWALK WORK (TDA PROGRAM) Items 14-16				
14	Relocate existing superficial irrigation system to accommodate new sidewalk (LP 710 PE ½" Tubing). See Appendix B for location	1	LS	1000	1000
15	Remove and reconstruct Concrete Sidewalk 4 in thick (includes saw cutting of concrete). Construct 4" PCC Sidewalk per SPPWC (2012) 112-2 & 113-2 (Sidewalk width= 4 ft typical at this location). See Appendix B for location	1,277	SF	8	10,216
16	Regrade remaining area between new sidewalk and existing park fence and landscape with Salvia Spathacea/ Hummingbird Sage. See Appendix B for location	1,026	SF	7	7182

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlines in the Scope of Work section of the RFP.

At the City's discretion, Alternate Bid amounts may or may not be added to the Total Base Bid price entered. The owner can choose to include one or more of the alternates in the Total Bid Price for the Project. If any of the Alternate Bids are utilized by the Owner, the resulting amount shall be considered the Total Bid Price for the Project. Contractor is required to submit prices on all additional/ alternate Bid Items.

The bidder is reminded that the drawings as well as the specifications must be reviewed to determine the full scope of each of the above items.

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all of the above figures and understands that the City of Cudahy, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

J. Angel Fierros
Contractor's Signature

4-20-15
Date

LIST OF SUBCONTRACTORS

CONTRACT_____ NAME OF BIDDER FS Construction

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent (1/2 of 1%) or $10,000.00, whichever is greater, of the prime contractor's total bid. **Contractor shall perform a minimum of 30% of the contract.**

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

Required Subcontractor Information

1. Name American Asphalt South Inc Description of Work: Crack Seal
   Address PO box 310036
   City Fontana CA. 92331 Crafts to be Used
   License No. 784969
   Classification Crack Seal Contract Amount: $ 3,750
   DBE? Yes (No) If yes, DBE type:
   Approx Start Date: 5/29/15 Approx End Date: 6/15/15

2. Name Description of Work:
   Address
   City Crafts to be Used
   License No.
   Classification Contract Amount:
   DBE? Yes No If yes, DBE type:
   Approx Start Date: Approx End Date:

3. Name Description of Work:
   Address
   City Crafts to be Used
   License No.
   Classification Contract Amount:
   DBE? Yes No If yes, DBE type:
   Approx Start Date: Approx End Date:

Required Subcontractor Information

4. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

---

5. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

---

6. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

---

7. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of Los Angeles ss.

Angel Fierros, being first duly sworn, deposes and says that, he or she is Owner of FS Construction, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Curbchy Citywide St. Repairs Project Number: 253-4425-6725

Company: FS Construction

Address: 14838 Bledsoe St. Sylmar CA 91342

Signature: J. Angel Fierros

Title: Owner

Date: 4-20-15

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEAL

This _____ day of _____, 20_____

/s/ Notary Public: _____

My Commission Expires: _____

See Attached

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Cudahy

The undersigned certifies that (he/she) (his/her firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. Annual Concrete Rehabilitation — Christina Monde — (661) 255-4959
   Job Title — Person to Contact — Phone No.
   Santa Clarita — 920,594 — 10/22/15
   City — Contract Amount — Date Completed

2. 2013 Sidewalk Repairs — Cesar Vega — (626) 307-1322
   Job Title — Person to Contact — Phone No.
   Monterey Park — 440,000 — 12/31/15
   City — Contract Amount — Date Completed

3. Citywide Sidewalk Improvements — Kenneth Tang — (323) 563-9579
   Job Title — Person to Contact — Phone No.
   South Gate — 433,919 — 3/16/14
   City — Contract Amount — Date Completed

4. Concrete Rehabilitation — Dario Simoes — (714) 229-6741
   Job Title — Person to Contact — Phone No.
   Cypress — 441,467 — 9/14/14
   City — Contract Amount — Date Completed

5. Concrete Replacement — Patrick Smith — (805) 449-2499
   Job Title — Person to Contact — Phone No.
   Thousand Oaks — 417,141 — 6/1/14
   City — Contract Amount — Date Completed

Signed J. Angel Fieiros Title Owner

Dated this 20th day of April, 2015

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

TO: Martha Lopez
(Name of Labor Union, Workers Representative, etc.)

14838 Bledsoe St.
(Street Address)

Sylmar CA 91342
(City, State, Zip Code)

Project Name: Cudahy Citywide St. Repairs Project Number: 253-4425-6725

Location: City of Cudahy

The Undersigned currently holds a contract with the City of Cudahy involving funds or credit of the U.S. Government or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but it is not limited to the following:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted at the project site, by the undersigned, in conspicuous places available to employees or applicants for employment.

FS Construction
(Contractor/Subcontractor)

By: J. Angel Fierros
(Signature)

4-20-15
(Date)

Owner
(Title)

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

N/A

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of Cudahy for:

_____Dollars ($_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Cudahy provided this proposal shall be accepted by the City of Cudahy through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we FS Construction, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: Ten Percent Of The Total Amount Of The Bid In (words) Dollars ($ 10%), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded FS Construction for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded FS Construction, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 17th day of April, 2015.

FS Construction

J. Angel Fierros

Title

RLI Insurance Company

Title Elisabete Salazar, Attorney In Fact

Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

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

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

State of California)
County of Los Angeles)

On April 17, 2015 before me, Trina Lee Vega, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Elisabete Salazar
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.

TRINA LEE VEGA
Commission # 2056669
Notary Public - California
Los Angeles County
My Comm. Expires Feb 1, 2018

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RLI cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Patricia Zenizo, Margaret Rodriguez, Pietro Micciche, Elisabete Salazar, Margarita Lopez, jointly or severally

in the City of Los Angeles, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of January, 2015.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 30th day of January, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18
NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 17th day of April, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder _____, proposed subcontractor _____, hereby certifies that he/she has _____, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has _____ , has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date:_____ Project Number:_____

Company:_____

Address:_____

By:_____

Title:_____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

REPORT OF ADDITIONAL CLASSIFICATION AND RATE

N/A

TO:	FROM:

NAME OF PROJECT:

PROJECT NUMBER:

LOCATION OF PROJECT:

DESCRIPTION OF WORK:

IN ORDER TO COMPLETE THE PROJECT IT IS NECESSARY TO ESTABLISH WAGE RATES FOR THE FOLLOWING CLASSFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE
DECISION NO. MODIFICATION NO. DATED

CLASSIFCATION(S)	BASIC HOURLY RATE	FRINGE BENEFIT PAYMENTS

NAME, ADDRESS, AND ZIP CODE OF LABOR ORGANIZATION

NAME, ADDRESS, AND ZIP CODE OF CONTRACTOR:

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE:

TITLE OF CONTRACTOR'S REPRESENTATIVE:

- ☐ **Supporting documents attached.**
- ☐ **The interested parties, including the employees or their authorized representative, agree on the classification and wage rate.**
- ☐ **The interested parties, including the employees or their authorized representatives, cannot agree on the proper classification and water rate. A determination of the question by the Secretary of Labor is therefore requested.**
- ☐ **Available information and recommendations are attached.**

☐ **APPROVED**

SIGNATURE OF ISSUING OFFICE REPRESENTATIVE

DATE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

YEAR	2010	2011	2012	2013	2014	CURRENT TOTAL	YEAR
1. No. of contracts	64	55	56	92	99	366	40
2. Total dollar amount of contracts (in thousands of $)	2,938	2,314	3,046	4,817	5,393	18,508	2,191
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workday cases	44	14	0	0	0	58	0
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
*6. No of lost workdays	6	1	1	1	1	10	0

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

FS Construction
Name of Bidder (print)

14838 Bledsoe St.
Address

Sylmar CA 91342
City Zip Code

J. Angel Fierro
Signature

777126
State Contractors' License. No. & Classification

(818) 838-6040
Telephone

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

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

1. Maintain or provide for his/her employees any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregation by explicit directive or are in fact segregated on the basis of race, creed, or national, origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he she/has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:_____ Project Number: 253-4425-6725

Company: FS Construction

Address: 14838 Bledsoe St- Sylmar CA 91342

By:_____

Title:_____

Applicable Contracts and subcontracts of $10K or more; organizations, firms, subcontractors and suppliers shall certify (in the contract) that they maintain non-segregated facilities. Only exceptions to the non-segregated facilities provisions is accees for the disabled.

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder FS Construction, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has _____, has not ✓, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 4-20-15 Project Number: 253-4425-6725

Company: FS Construction

Address: 14838 Bledsoe St. Sylmar CA 91342

By: J. Angel Fierros

Title: Owner

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORIDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: FS Construction Date: 4-20-15

Address: 14838 Bledsoe St. Sylmar

State: CA Zip Code: 91342 Phone No. (818) 838-6040

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certifications to The City of Cudahy

1) It is understood that each person/entity/firm who applies for a City of Cudahy contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all person/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with The City of Cudahy shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity action on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with The City of Cudahy.

Authorized official:

Name: Jose Angel Fierros Title: Owner

Signature: J. Angel Fierros Date: 4-20-15

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: _____(words) Dollars ($_____), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded _____ for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded _____, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____day of _____, 2015.

_____
Title

_____
Title

_____
Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

CITY OF CUDAHY

5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
(323) 773-5143 * FAX (323) 771-2072

ADDENDUM # 1

April 15, 2015

Cudahy Citywide Street Repair & Maintenance Project

PROJECT No. 253-4425-6725

This Addendum forms a part of the Construction Documents for the above-identified services and modifies the original Project Specifications as noted below. Portions of the Project Specifications not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

Bid Schedule: Part I – 12, Part I - 13 and Part I - 14

- *Replace the current Bid Schedule with the attached Revised Bid Schedule.*

Prepared by:

Aaron Hernandez-Torres, P. E, *Assistant City Engineer*

Acknowledgement - We have received Addendum No. 1 and will include an original copy of the acknowledged (signed) addendum to our bid proposal.

Signature: J. Angel Fierro

Print Name: Jose Angel Fierro

Title: Owner

Date: 4-20-15

2015

CONTRACT SERVICES AGREEMENT

(Engagement: Cudahy Citywide Street Repair & Maintenance Project)
(Parties: The City of Cudahy and FS Construction)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this _____th day of May, 2015 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and FS Construction with its principal place of business at 14838 Bledsoe St., Sylmar, CA 91342 (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

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

WHEREAS, City has determined that it requires contract services to provide citywide repair and maintenance to its streets; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Cudahy City Council at its Regular Meeting of May 5, 2015, under Agenda Item No._____.

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

I.

PROJECT, SCOPE AND TERM OF SERVICES, CONTRACT BONDS AND COMPENSATION

1. PROJECT: The Parties agree that this Agreement relates to the provision of citywide street repair and maintenance services. The work under this Agreement shall consist of cold milling existing asphalt concrete and asphalt concrete overlay at specific damaged

areas (pothole repairs – Citywide). It also entails the removal and replacement of damages sidewalks, driveways, curbs, gutters, and/or cross gutter; construction of new wheelchair ramps; and completion of other miscellaneous items, including traffic striping and traffic control (hereinafter referred to as the "Project").

2. SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, all exhibits, and bid documents, attached and incorporated hereto, Contractor agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Work"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Services." Neither Contractor nor anyone acting on Contractor's behalf shall commence with the performance of the Services until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

3. PROSECUTION OF WORK: The Parties agree as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Services shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event later than forty-five (45) calendar days thereafter (hereinafter, the "Completion Date"). City, in its reasonable discretion, may grant Contractor additional time to complete the work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) Contractor shall have provided City with a written request for additional time no less than fifteen (15) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Contractor has taken to mitigate the need for additional time. The granting of such additional time by City shall in no way entitle Contractor to compensation in excess of the Contract Price, defined below, in so far as the need for additional time is not reasonably attributable to City.

B. Contractor shall perform the Services continuously and with due diligence so as to complete the Services by the Completion Date. Contractor shall cooperate with City and in no manner interfere with the work of City, its employees or other contractors or agents;

C. Contractor shall not claim or be entitled to receive any compensation or damage because of the failure of Contractor or its subcontractors, to have related services or tasks completed in a timely manner;

D. Contractor shall at all times enforce strict discipline and good order among Contractor's employees;

E. Contractor, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. CONTRACT BONDS: Contractor will be required to furnish City with a Faithful Performance Bond and a Payment Bond in the amounts of EIGHTY THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS ($80,798.00) which shall be furnished concurrently with the signing of the contract. The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact the business of insurance in the State of California. Said bonds shall be executed by the surety and Contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

5. COMPENSATION: Contractor's total compensation for the Services under this Agreement may not exceed the sum of EIGHTY THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS ($80,798.00) (hereinafter, the "Contract Price"). The Parties agree that the **Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs** and incidental and customary work necessary to competently perform Services as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City of Cudahy and unless such added expenditure is specifically approved in advance and in writing by the City.

6. PAYMENT OF COMPENSATION: City shall compensate Contractor on a monthly basis. At the end of each month during the term of this Agreement, Contractor shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Contractor and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business 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 days 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.

7. EXTRA WORK; COMPENSATION FOR EXTRA WORK: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Contractor shall not undertake nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related tasks set forth in the Scope of Work.

   Payments for any Extra Work shall be made to Contractor on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered

before the thirtieth (30th) day after Contractor notifies City in writing of an increase in the fee schedule. Fees for Extra Work shall be paid within sixty (60) calendar days of the date Contractor issues an invoice to City for such Extra Work.

8. ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

9. ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services 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 Work, 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

1. CITY'S REPRESENTATIVES: The City hereby designates the City Manager and Community Development Director (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Community Development Director shall be the City's 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. CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates Jose Angel Fierros to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, 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 Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.

3. COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services 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.

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 professional 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 Services to be performed under this Agreement as well as any and all schedules of performance;

E. Contractor shall perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;

F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and

G. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and in their 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 Services in a skillful and competent manner equivalent to, if not greater than, the

standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

5. LICENSING REQUIREMENTS: Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent. A Class A-C8-C27 State Contractor's License is required for this project.

6. 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 the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

7. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services 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 others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services 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.

8. REMOVAL OF EMPLOYEES OR AGENTS: If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article 4, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal

of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.

9. COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with the Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article 4, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statues, codes, rules, regulations or ordinances Contractors pursuant to this Section.

10. SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:

A. Adequate life protection and life-saving equipment and procedures;

B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

11. NON-DISCRIMINATION: In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultants, 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.

12. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have

no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by City in writing.

13. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14. STATE LABOR COMPLIANCE: The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to City, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

B. Pursuant to the provisions of California Labor Code, Sections 1770 et seq., Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

C. As required by Section 1773.1 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such

agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

E. Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to Fifty Dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid workers for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of a violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

F. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, Social Security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to this Agreement, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each Contractor shall file a certified copy of the records, with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made

available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. Contractor shall inform the City of the location of the records, including the street address, district and county, and shall, within 5 working days, provide a notice of change of location and address. Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Subsection. In the event that Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the City, forfeit $25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance lies with Contractor.

G. Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

H. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If Contractor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided. Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and Contractor shall not commence work, until Contractor submits written evidence that

it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, Contractor, in signing this Contract, certifies to City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by Contractor and submitted to the Construction Manager for City's review and records.

I. In accordance with the provisions of Section 1727 of the California Labor Code, City, before making payment to Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by City.

15. WARRANTY AGAINST DEFECTS: Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials. Contractor further warrants that Contractor shall be solely responsible for the correction of any defects and that all work done and good provided shall be fit for the purposes intended.

III.

INSURANCE

1. DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

2. REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

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). Such CGL Coverage shall have minimum limits of no less than One Million Dollars per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage ($1,000,000.00) per occurrence shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

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 I (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance Employer's Liability Insurance: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide that there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days' prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

3. 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. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 2010 10 01 or CG 37 10 01.

4. 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.

5. DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions with respect to City and City's elected or appointed officials, officers, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses**.**

6. NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

7. DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.

8. SEPARATION OF INSUREDS: NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.

9. 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.

10. WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving, or shall be endorsed to waive, any subrogation rights or

other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf of Contractor or Contractor's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

11. 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 of Cudahy. Accordingly, Contractor warrants, represents and agrees that its shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

12. NOTICE OF TERMINATION: All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to City. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

13. FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: (i) order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. City's exercise of any of the foregoing remedies shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's failure to comply with the insurance requirements set forth under this Article.

14. SUBCONTRACTORS INSURANCE COVERAGE: Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such person or entity evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.

15. NO LIMITATION ON LIABILITY: Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article 4 of this Agreement.

IV.

INDEMNIFICATION

1. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers 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 City and City's elected and appointed officials, officers, employees, agents and volunteers 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.

2. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless, City and City's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "City Indemnities") from and against any and all causes of action, claims, losses, liabilities, obligations, judgments, costs or expenses (including reasonable attorneys' fees and costs of litigation) or damages (collectively "Claims") arising out of Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City Indemnities.

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. 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.

5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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.

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

1. TERMINATION WITHOUT CAUSE: City may, by written notice to Contractor, terminate this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

2. DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this

Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach (whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants), City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days' prior written notice of termination on the grounds of breach (a "Breach Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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.

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

1. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Contractor in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Contractor shall require all subcontractors and subcontractor working on behalf of Contractor in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subcontractor as applies to Documents and Data prepared by Contractor in the performance of this Agreement.

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.

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.

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:
FS Construction
14838 Bledsoe St.
Sylmar, CA 91342
Attn: Jose Angel Fierros
Phone: (818) 838-6040

CITY:
City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5142
Fax: (323) 771-2072

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.

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

6. SUBCONTRACTING: Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

7. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked on by Contractor.

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 there from.

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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 6.16, above.

20. COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of Cudahy and one counterpart shall be delivered to the Community Development Department for day-to-day reference. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF CUDAHY:

By:_____
Jose E. Pulido, City Manager

FS CONSTRUCTION:

By:_____

Name:_____

Title:_____

ATTEST:

By:_____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Isabel Birrueta, Assistant City Attorney

Exhibit "A"
(Scope of Work)

(See attached)

PROPOSAL

Summary

Name of Company Submitting Proposal: FS Construction

Address of Company Submitting Proposal: 14838 Bledsoe St. Sylmar CA 91342

Telephone Number: (818) 838-6040

Amount of Bid from Bid Schedule: $ 62,400—

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

"Cudahy Citywide Street Maintenance Project"

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A certified/cashiers check, properly made payable to the City of Cudahy*, bid bond in favor of the City of Cudahy for**_____

10% Dollars ($_____)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Cudahy. The face amount of bid bond shall be considered established.

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be just cause for forfeiture of the proposal guaranty, to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, **the bidder will be liable for forfeiture** of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda

This bid is being submitted with the following issued and signed addendum(s).

Number (s) ___/___

Warning – If an addendum as being received or addenda have been issued by the administering agency and not noted above as being received by the bidder, or not acknowledging (certification statement) the aforementioned contract modifications with a signature, this Bid may be rejected.

The undersigned must be licensed in accordance with the laws of the State of California that provide for the registration of Contractors at the time this contract is awarded.

J. Angel Fierros
Signature (Authorized Contractor Rep)

By Jose Angel Fierros
Print Name (Authorized Contractor Rep)

14838 Bledsoe St.
Address Sylmar CA 91342

Owner
Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By
Print Name of Witness

(818) 838-6040
Company Telephone Number

Title of Witness

777126 A-C8-C27 4/30/16
State License No. (*If available*) Classification License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

RLI
Name of Surety

Elisabete Salazar
Local Representative

9025 N Lindbergh Dr.
Address Peoria IL 61615

1800 McCollum St. LA CA 90026
Address

(800) 645-2402
Telephone Number

(323) 663-7814
Telephone Number

Best Key Rating

A+
Grade

11
Class

BID SCHEDULE

Contractor's Name FS Construction

Honorable Mayor and City Council
Cudahy, California

Date: _____, 2015

In accordance with your public notice calling for bids to be opened at **10:00 A.M. on April 20th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

"Cudahy Citywide Street Maintenance Project"

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Compact Subgrade to 90% and Construct 2" AC/6" CAB. Repair of potholes Citywide. See Appendix B for locations.	894	SF		
2	Grind and Cap pave up to 2" in depth with ½" conventional Asphalt Concrete material (C2 PG64-10), roll and compact per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) Repair of alligatored areas Citywide. See Appendix B for locations	500	SF		
3	Apply Hot Crack Seal (Cracks ¼" to 1" in width) This work shall include the proper routing and cleaning of all joints and cracks to be sealed and furnishing and install hot pour liquid crack sealer in accordance with these specifications. See Appendix B for locations	1,500	LF		
4	Remove and reconstruct Curb & Gutter (includes saw-cutting of Concrete and Asphalt Concrete, and Asphalt Concrete Repair). Construct Type A2-6 Curb & Gutter per Caltrans STD Plan A87A adjusted to match existing. See Appendix B for locations	45	LF		
5	Remove and reconstruct Concrete Driveway (6 in thick) with 4-ft sidewalk (includes saw-cutting of concrete). Construct PCC residential driveway approach per SPPWC (2012) 110-2, Type A adjusted to match existing. See Appendix B for locations	395	SF		
6	Remove and reconstruct Concrete Sidewalk 4 in thick (includes saw cutting of concrete). Construct 4" PCC Sidewalk per SPPWC (2012) 112-2 & 113-2. See Appendix B for locations	3,988	SF		
7	Cold Mill existing Sidewalk to eliminate Tripping Hazard. See Appendix B for locations.	200	SF		
8	Prune Roots of existing tree and provide and install root barrier. See Appendix B for locations.	9	EA		

Not Bid on Addendum

BID SCHEDULE

Contractor's Name FS Construction

Honorable Mayor and City Council
Cudahy, California

Date: 4 - 20, 2015

In accordance with your public notice calling for bids to be opened at **10:00 A.M. on April 20th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

"Cudahy Citywide Street Repair & Maintenance Project"

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Compact Subgrade to 90% and Construct 3" AC/6" CAB. Repair of potholes Citywide. See Appendix B for locations.	694	SF	13	9,022
2	Grind and Cap pave up to 2" in depth with ½" conventional Asphalt Concrete material (C2 PG64-10), roll and compact per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) Repair of alligatored areas Citywide. See Appendix B for locations	500	SF	7	3,500
3	Apply Hot Crack Seal (Cracks ¼" to 1" in width) This work shall include the proper routing and cleaning of all joints and cracks to be sealed and furnishing and install hot pour liquid crack sealer in accordance with these specifications. See Appendix B for locations	1,500	LF	3.10	4,650
4	Remove and reconstruct Curb & Gutter (includes saw-cutting of Concrete and Asphalt Concrete, and Asphalt Concrete Repair). Construct Type A2-6 Curb & Gutter per Caltrans STD Plan A87A adjusted to match existing. See Appendix B for locations	45	LF	45	2,025
5	Remove and reconstruct Concrete Driveway (6 in thick) with 4-ft sidewalk (includes saw-cutting of concrete). Construct PCC residential driveway approach per SPPWC (2012) 110-2, Type A adjusted to match existing. See Appendix B for locations	395	SF	15	5,925
6	Remove and reconstruct Concrete Sidewalk 4 in thick (includes saw cutting of concrete). Construct 4" PCC Sidewalk per SPPWC (2012) 112-2 & 113-2. See Appendix B for locations	3,988	SF	6	23,928
7	Cold Mill existing Sidewalk to eliminate Tripping Hazard. See Appendix B for locations.	200	SF	20	4,000
8	Prune Roots of existing tree and provide and install root barrier. See Appendix B for locations.	9	EA	150	1,350

9	Install pavement markers and traffic striping per specs to match existing conditions at those areas affected due to Grind and cap, and pothole repair activity.	1	LS	2500	2500
10	SWPPP/WQMP	1	LS	2500	2500
11	Traffic Control	1	LS	3000	3000
	Total Construction				

TOTAL BID SCHEDULE IN FIGURE – BASE BID	$ 62,400--
TOTAL BID SCHEDULE IN WORDS – BASE BID Sixty two thousand, four hundred dollars 0/100	

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlines in the Scope of Work section of the RFP.

The Cudahy Citywide Street Repair & Maintenance Project will be awarded to the lowest responsive & responsible bidder based upon the amounts as indicated in the "Base Bid"

"Cudahy Citywide Street Repair & Maintenance Project"

Additional/Alternate Items

Item No.	Description	Quantity	Unit	Unit Cost	Total
12	Remove and reconstruct Concrete Cross-Gutter (includes saw-cutting of adjacent concrete and asphalt concrete). Construct PCC Cross Gutter per SPPWC (2012) 122-2.	150	SF	15	2,250
13	Remove and reconstruct Concrete Wheelchair Ramp (includes saw-cutting of adjoining concrete and concrete retaining curb). Construct PCC Curb Ramp per Caltrans STD Plan A88A with Embedded tactile/detectable warning surface tile with Truncated domes (yellow federal).	1	EA	2800	2800
	CUDAHY RIVER PARK SIDEWALK WORK (TDA PROGRAM) Items 14-16				
14	Relocate existing superficial irrigation system to accommodate new sidewalk (LP 710 PE ½" Tubing). See Appendix B for location	1	LS	1000	1000
15	Remove and reconstruct Concrete Sidewalk 4 in thick (includes saw cutting of concrete). Construct 4" PCC Sidewalk per SPPWC (2012) 112-2 & 113-2 (Sidewalk width= 4 ft typical at this location). See Appendix B for location	1,277	SF	8	10,216
16	Regrade remaining area between new sidewalk and existing park fence and landscape with Salvia Spathacea/ Hummingbird Sage. See Appendix B for location	1,026	SF	7	7182

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlines in the Scope of Work section of the RFP.

At the City's discretion, Alternate Bid amounts may or may not be added to the Total Base Bid price entered. The owner can choose to include one or more of the alternates in the Total Bid Price for the Project. If any of the Alternate Bids are utilized by the Owner, the resulting amount shall be considered the Total Bid Price for the Project. Contractor is required to submit prices on all additional/ alternate Bid Items.

The bidder is reminded that the drawings as well as the specifications must be reviewed to determine the full scope of each of the above items.

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all of the above figures and understands that the City of Cudahy, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

J. Angel Fierros
Contractor's Signature

4-20-15
Date

LIST OF SUBCONTRACTORS

CONTRACT_____ NAME OF BIDDER FS Construction

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent (1/2 of 1%) or $10,000.00, whichever is greater, of the prime contractor's total bid. **Contractor shall perform a minimum of 30% of the contract.**

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

Required Subcontractor Information

1. Name American Asphalt South Inc Description of Work: Crack Seal
   Address PO box 310036
   City Fontana CA. 92331 Crafts to be Used
   License No. 784969
   Classification Crack Seal Contract Amount: $ 3,750
   DBE? Yes (No) If yes, DBE type:
   Approx Start Date: 5/29/15 Approx End Date: 6/15/15

2. Name Description of Work:
   Address
   City Crafts to be Used
   License No.
   Classification Contract Amount:
   DBE? Yes No If yes, DBE type:
   Approx Start Date: Approx End Date:

3. Name Description of Work:
   Address
   City Crafts to be Used
   License No.
   Classification Contract Amount:
   DBE? Yes No If yes, DBE type:
   Approx Start Date: Approx End Date:

Required Subcontractor Information

4. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

---

5. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

---

6. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

---

7. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of Los Angeles ss.

Angel Fierros, being first duly sworn, deposes and says that, he or she is Owner of FS Construction, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Curbchy Citywide St. Repairs Project Number: 253-4425-6725

Company: FS Construction

Address: 14838 Bledsoe St. Sylmar CA 91342

Signature: J. Angel Fierros

Title: Owner

Date: 4-20-15

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEAL

This _____ day of _____, 20_____

/s/ Notary Public: _____

My Commission Expires: _____

See Attached

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Cudahy

The undersigned certifies that (he/she) (his/her firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. Annual Concrete Rehabilitation — Christina Monde — (661) 255-4959
   Job Title — Person to Contact — Phone No.
   Santa Clarita — 920,594 — 10/22/15
   City — Contract Amount — Date Completed

2. 2013 Sidewalk Repairs — Cesar Vega — (626) 307-1322
   Job Title — Person to Contact — Phone No.
   Monterey Park — 440,000 — 12/31/15
   City — Contract Amount — Date Completed

3. Citywide Sidewalk Improvements — Kenneth Tang — (323) 563-9579
   Job Title — Person to Contact — Phone No.
   South Gate — 433,919 — 3/16/14
   City — Contract Amount — Date Completed

4. Concrete Rehabilitation — Dario Simoes — (714) 229-6741
   Job Title — Person to Contact — Phone No.
   Cypress — 441,467 — 9/14/14
   City — Contract Amount — Date Completed

5. Concrete Replacement — Patrick Smith — (805) 449-2499
   Job Title — Person to Contact — Phone No.
   Thousand Oaks — 417,141 — 6/1/14
   City — Contract Amount — Date Completed

Signed J. Angel Fieiros Title Owner

Dated this 20th day of April, 2015

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

TO: Martha Lopez
(Name of Labor Union, Workers Representative, etc.)

14838 Bledsoe St.
(Street Address)

Sylmar CA 91342
(City, State, Zip Code)

Project Name: Cudahy Citywide St. Repairs Project Number: 253-4425-6725

Location: City of Cudahy

The Undersigned currently holds a contract with the City of Cudahy involving funds or credit of the U.S. Government or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but it is not limited to the following:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted at the project site, by the undersigned, in conspicuous places available to employees or applicants for employment.

FS Construction
(Contractor/Subcontractor)

By: J. Angel Fierros
(Signature)

4-20-15
(Date)

Owner
(Title)

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

N/A

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of Cudahy for:

_____Dollars ($_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Cudahy provided this proposal shall be accepted by the City of Cudahy through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we FS Construction, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: Ten Percent Of The Total Amount Of The Bid In (words) Dollars ($ 10%), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded FS Construction for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded FS Construction, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 17th day of April, 2015.

FS Construction

J. Angel Fierros

Title

RLI Insurance Company

Title Elisabete Salazar, Attorney In Fact

Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

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

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

State of California)
County of Los Angeles)

On April 17, 2015 before me, Trina Lee Vega, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Elisabete Salazar
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.

TRINA LEE VEGA
Commission # 2056669
Notary Public - California
Los Angeles County
My Comm. Expires Feb 1, 2018

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RLI cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Patricia Zenizo, Margaret Rodriguez, Pietro Micciche, Elisabete Salazar, Margarita Lopez, jointly or severally

in the City of Los Angeles, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of January, 2015.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 30th day of January, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18
NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 17th day of April, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die — Vice President

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder _____, proposed subcontractor _____, hereby certifies that he/she has _____, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has _____ , has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date:_____ Project Number:_____

Company:_____

Address:_____

By:_____

Title:_____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

REPORT OF ADDITIONAL CLASSIFICATION AND RATE

N/A

TO:	FROM:

NAME OF PROJECT:

PROJECT NUMBER:

LOCATION OF PROJECT:

DESCRIPTION OF WORK:

IN ORDER TO COMPLETE THE PROJECT IT IS NECESSARY TO ESTABLISH WAGE RATES FOR THE FOLLOWING CLASSFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE
DECISION NO. MODIFICATION NO. DATED

CLASSIFCATION(S)	BASIC HOURLY RATE	FRINGE BENEFIT PAYMENTS

NAME, ADDRESS, AND ZIP CODE OF LABOR ORGANIZATION

NAME, ADDRESS, AND ZIP CODE OF CONTRACTOR:

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE:

TITLE OF CONTRACTOR'S REPRESENTATIVE:

- ☐ **Supporting documents attached.**
- ☐ **The interested parties, including the employees or their authorized representative, agree on the classification and wage rate.**
- ☐ **The interested parties, including the employees or their authorized representatives, cannot agree on the proper classification and water rate. A determination of the question by the Secretary of Labor is therefore requested.**
- ☐ **Available information and recommendations are attached.**

☐ **APPROVED**

SIGNATURE OF ISSUING OFFICE REPRESENTATIVE

DATE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

YEAR	2010	2011	2012	2013	2014	CURRENT TOTAL	YEAR
1. No. of contracts	64	55	56	92	99	366	40
2. Total dollar amount of contracts (in thousands of $)	2,938	2,314	3,046	4,817	5,393	18,508	2,191
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workday cases	44	14	0	0	0	58	0
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
*6. No of lost workdays	6	1	1	1	1	10	0

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

FS Construction
Name of Bidder (print)

14838 Bledsoe St.
Address

Sylmar CA 91342
City Zip Code

J. Angel Fierro
Signature

777126
State Contractors' License. No. & Classification

(818) 838-6040
Telephone

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

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

1. Maintain or provide for his/her employees any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregation by explicit directive or are in fact segregated on the basis of race, creed, or national, origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he she/has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:_____ Project Number: 253-4425-6725

Company: FS Construction

Address: 14838 Bledsoe St- Sylmar CA 91342

By:_____

Title:_____

Applicable Contracts and subcontracts of $10K or more; organizations, firms, subcontractors and suppliers shall certify (in the contract) that they maintain non-segregated facilities. Only exceptions to the non-segregated facilities provisions is accees for the disabled.

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder FS Construction, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has _____, has not ✓, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 4-20-15 Project Number: 253-4425-6725

Company: FS Construction

Address: 14838 Bledsoe St. Sylmar CA 91342

By: J. Angel Fierros

Title: Owner

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORIDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: FS Construction Date: 4-20-15

Address: 14838 Bledsoe St. Sylmar

State: CA Zip Code: 91342 Phone No. (818) 838-6040

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certifications to The City of Cudahy

1) It is understood that each person/entity/firm who applies for a City of Cudahy contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all person/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with The City of Cudahy shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity action on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with The City of Cudahy.

Authorized official:

Name: Jose Angel Fierros Title: Owner

Signature: J. Angel Fierros Date: 4-20-15

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: _____(words) Dollars ($_____), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded _____ for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded _____, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____day of _____, 2015.

_____
Title

_____
Title

_____
Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

CITY OF CUDAHY

5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
(323) 773-5143 * FAX (323) 771-2072

ADDENDUM # 1

April 15, 2015

Cudahy Citywide Street Repair & Maintenance Project

PROJECT No. 253-4425-6725

This Addendum forms a part of the Construction Documents for the above-identified services and modifies the original Project Specifications as noted below. Portions of the Project Specifications not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

Bid Schedule: Part I – 12, Part I - 13 and Part I - 14

- *Replace the current Bid Schedule with the attached Revised Bid Schedule.*

Prepared by:

Aaron Hernandez-Torres, P. E, *Assistant City Engineer*

Acknowledgement - We have received Addendum No. 1 and will include an original copy of the acknowledged (signed) addendum to our bid proposal.

Signature: J. Angel Fierro

Print Name: Jose Angel Fierro

Title: Owner

Date: 4-20-15

Item Number

9D

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/ Executive Director
By: Michael Allen, Community Development Director

Subject: **Consideration to Approve a Contract Services Agreement with Sequel Contractors, Inc., for the Cudahy Citywide Street Improvement Project (Prop 1B)**

RECOMMENDATION

The City Council is requested to approve a Contract Services Agreement with Sequel Contractors, Inc., the lowest responsive bidder, in the amount of $299,770.

BACKGROUND

1. On June 5, 2012, the City Council authorized the appropriation of $384,592.26 that was allocated to the City of Cudahy from Proposition 1B. The monies are to be utilized for improving local streets and roads within three years of allocation.

2. On November 4, 2014, a Professional Services Agreement was issued to APA Engineering Inc., for the development and preparation of plans and specifications for the aforementioned streets and infrastructure work.

3. On April 2015, the Engineering Department issued a Notice to Contractors to procure construction services for the aforementioned project. The project was properly advertised in the newspaper for two consecutive weeks.

4. On April 20, 2015, the City Clerk's Office conducted the bid opening meeting at the City Council Chambers. A total of three bids were received for this project, ranging in cost from $299,770 to $343,890.

ANALYSIS

The Engineering Department evaluated the condition of existing local roads within its jurisdiction. As a result of that evaluation, it has been determined that several roads are in need of pavement rehabilitation to prevent infrastructure failures and costly repairs in the future. The rehabilitation includes pavement resurfacing, repair of damaged sidewalks, repair of damaged curbs and gutters as well as the installation and modification of corner access ramps to meet the requirements of the American Disabilities Act (ADA).

The project has been properly engineered with plans and specifications developed. The project was properly bid and three bids were received ranging in cost from $299,770 to $343,890.

Sequel Contractors, Inc., submitted a bid proposal in the amount of $299,770 and is the lowest responsive and responsible bidder. Sequel Contractors, Inc., Department of Industrial Relations (DIR) Registration No. 1000003521 (Per SB 854 – Public Works Contractor Registration Program).

CONCLUSION

Approval of the Contract Services Agreement will resolve pavement, sidewalk, curb and gutter, and corner access ramps at several locations in the City. In addition, approval of the plan and associated contract will prevent much more costly infrastructure repairs in the future.

Failure to approve the work will expose the City to potential liability for ADA claims, sidewalk trip and fall claims, and vehicle claims for failure to maintain a safe infrastructure.

FINANCIAL IMPACT

The project has been budgeted in the Fiscal Year 2014-15 City Budget. Proposition 1B monies for $384,592.20 have been allocated for the specific purpose of improving local streets and roads. The project as developed, meets the proposition 1B guidelines and the expenditure of the funds deemed appropriate.

ATTACHMENTS

A. Bid Opening Minutes
B. Bid Proposal – Sequel Contractors, Inc
C. Contract Services Agreement – Sequel Contractors, Inc

BID OPENING MINUTES

Contracting Agency: City of Cudahy
Agency Representative: Victor Ferrer, Deputy City Clerk
Project Name: Cudahy Citywide Street Improvement Project (Prop 1B)
Project Number: 240-7080-6725/ 240-7081-6725/ 240-7082-6725
Bid Opening Date: April 20, 2015 Time of Bid Opening: 11:00 AM
Place of Bid Opening: City Hall Chamber

	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1	Sequel Contractors Inc.	Apr. 20, 2015	10:59 a.m.	$299,770.00
2	All American Asphalt	Apr. 20, 2015	10:58 a.m.	$359,618.00
3	EXCEL PAVING	Apr. 20, 2015	10:56 a.m.	$343,890.00
4				
5				
6				
7				

8				
9				
10				

LATE BID SUBMISSION

	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1				
2				
3				

CERTIFICATION

Victor H. Ferrer Deputy City Clerk Witness (Name / Title)	Vice President APA Engineering Inc Steve Forster Witness (Name / Title)
Signature	Signature
04/20/2025 Date	4/20/25 Date

BIDS OPENED BY:

VICTOR FERRER, DEPUTY CITY CLERK AND AARON HERNANDEZ-TORRES, P. E., ASSISTANT CITY ENGINEER, AND APA ENGINEERING, INC (STEVE FORSTER)

PROPOSAL

Summary

Name of Company Submitting Proposal: SEQUEL CONTRACTORS, INC.

Address of Company Submitting Proposal: 13545 Imperial Hwy. Santa Fe Springs, CA 90670

Telephone Number: (562) 802-7227

Amount of Bid from Bid Schedule: $ 299,770.00

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

"Cudahy Citywide Street Improvement Project (Prop 1B)"

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A certified/cashiers check, properly made payable to the City of Cudahy*, bid bond in favor of the City of Cudahy for**_____

10% BIDDER'S BOND Dollars ($ 10%)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Cudahy. The face amount of bid bond shall be considered established.

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be just cause for forfeiture of the proposal guaranty, to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, **the bidder will be liable for forfeiture** of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda

This bid is being submitted with the following issued and signed addendum(s).

Number (s) _____

Warning – If an addendum as being received or addenda have been issued by the administering agency and not noted above as being received by the bidder, or not acknowledging (certification statement) the aforementioned contract modifications with a signature, this Bid may be rejected.

The undersigned must be licensed in accordance with the laws of the State of California that provide for the registration of Contractors at the time this contract is awarded.

Signature (Authorized Contractor Rep)

By Thomas S. Pier
Print Name (Authorized Contractor Rep)

SEQUEL CONTRACTORS, INC.
Address 13546 Imperial Hwy.
Santa Fe Springs, CA 90670

President
Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By
Print Name of Witness

SEE ATTACHED
Title of Witness

Company Telephone Number

610600A
State License No. (*If available*)

610600A
Classification

1/31/2017
License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

Name of Surety

Local Representative

RAPP SURETY SERVICES
Address 23461 S. Pointe Dr. #345
Laguna Hills, CA 92653

Address

Telephone Number (949) 457-1060

Telephone Number

Best Key Rating

A++
Grade

XV
Class

BID SCHEDULE

Contractor's Name SEQUEL CONTRACTORS, INC.

Honorable Mayor and City Council
Cudahy, California

Date: APR 2 0 2015, 2015

In accordance with your public notice calling for bids to be opened at **11:00 A.M. on April 17th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

SEQUEL CONTRACTORS, INC.

"Cudahy Citywide Street Improvement Project (Prop 1B)"

Fostoria St/ River Rd/ Cecelia St/ Crafton Ave and Ferndale Ave Loop

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	MOBILIZATION	LS		5,000.00	5,000.00
2	CONSTRUCTION SURVEY	LS		1,000.00	1,000.00
3	SAWCUT AND REMOVE EXISTING IMPROVEMENTS	SF	150	35.00	5250.00
4	CONSTRUCT PCC CROSS GUTTER PER SPPWC (2012) 122-2	SF	360	10.00	3,600.00
5	CONSTRUCT TYPE A2-6 CURB & GUTTER PER CALTRANS STD PLAN A87A ADJUSTED TO MATCH EXISTING	LF	90	30.00	2,700.00
6	CONSTRUCT 4" PCC SIDEWALK PER SPPWC (2012) 112-2 & 113-2	SF	500	6.00	3,000.00
7	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH PER SPPWC (2012) 110-2, TYPE A	SF	325	6.00	1,950.00
8	CONSTRUCT PCC CURB RAMP PER CALTRANS STD PLAN A88A WITH EMBEDDED TACTILE/DETECTABLE WARNING SURFACE TILE WITH TRUNCATED DOMES (YELLOW) CASE PER PLAN	EA	9	2,500.00	22,500.00
9	COLDMILL EXISTING PAVEMENT 1-5/8"" THICK	SF	106,900	.13	22,917.00
10	COMPACT SUBGRADE TO 90% AND CONSTRUCT 2" AC/6" CAB	SF	150	20.00	3,000.00
11	CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM)	TON	1,175	80.00	94,000.00
12	ADJUST MANHOLE FRAME AND COVER GRADE	EA	12	300.00	3,600.00
13	ADJUST VALVE FRAME AND COVER TO GRADE BY SOUTHERN CALIFORNIA GAS COMPANY	EA	6	5.00	30.00
14	ADJUST VALVE FRAME AND COVER TO GRADE	EA	4	300.00	1,200.00
15	CONSTRUCT SPEED HUMP	EA	2	2,000.00	4,000.00
16	COLD MILL EXISTING SIDEWALK TO ELIMINATE TRIPPING HAZARD	SF	150	10.00	1,500.00
17	PRUNE ROOTS OF EXISTING TREE AND PROVIDE AND INSTALL ROOT BARRIER	EA	1	500.00	500.00
18	CONSTRUCT TYPE A1-6 CURB PER CALTRANS REVISED STD PLAN RSP A87A	LF	16	20.00	320.00
19	REMOVE EXIST IRON TREE WELL COVER AND TURN OVER TO CITY OF CUDAHY	EA	0	25.00	0
20	SWPPP/WQMP	LS		800.00	800.00
21	STRIPING	LS		2,505.00	2,505.00
22	TRAFFIC CONTROL	LS		8,000.00	8,000.00
	Subtotal Construction – Fostoria St/ River Rd/ Cecelia St/ Crafton Ave and Ferndale Ave Loop				

SUB-TOTAL BID SCHEDULE IN FIGURE – FOSTORIA LOOP	$178,347.00

SUB-TOTAL BID SCHEDULE IN WORDS ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS

SEQUEL CONTRACTORS, INC.

"Cudahy Citywide Street Improvement Project (Prop 1B)"

Alamo St

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	MOBILIZATION	LS		2,000.00	2,000.00
2	CONSTRUCTION SURVEY	LS		1,000.00	1,000.00
3	SAWCUT AND REMOVE EXISTING IMPROVEMENTS	SF	200	35.00	7,000.00
4	CONSTRUCT PCC CROSS GUTTER PER SPPWC (2012) 122-2	SF	700	10.00	7,000.00
5	CONSTRUCT TYPE A2-6 CURB & GUTTER PER CALTRANS STD PLAN A87A ADJUSTED TO MATCH EXISTING	LF	80	30.00	2,400.00
6	CONSTRUCT 4" PCC SIDEWALK PER SPPWC (2012) 112-2 & 113-2	SF	0	6.00	-0-
7	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH PER SPPWC (2012) 110-2, TYPE A	SF	150	6.00	900.00
8	CONSTRUCT PCC CURB RAMP PER CALTRANS STD PLAN A88A WITH EMBEDDED TACTILE/DETECTABLE WARNING SURFACE TILE WITH TRUNCATED DOMES (YELLOW) CASE PER PLAN	EA	2	2500.00	5,000.00
9	COLDMILL EXISTING PAVEMENT 1-5/8"" THICK	SF	11,500	.13	1495.00
10	COMPACT SUBGRADE TO 90% AND CONSTRUCT 2" AC/6" CAB	SF	200	20.00	4,000.00
11	CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM)	TON	126	80.00	10,080.00
12	ADJUST MANHOLE FRAME AND COVER GRADE	EA	2	300.00	600.00
13	ADJUST VALVE FRAME AND COVER TO GRADE BY SOUTHERN CALIFORNIA GAS COMPANY	EA	0	5.00	-0-
14	ADJUST VALVE FRAME AND COVER TO GRADE	EA	1	300.00	300.00
15	CONSTRUCT SPEED HUMP	EA	0	2,000.00	-0-
16	COLD MILL EXISTING SIDEWALK TO ELIMINATE TRIPPING HAZARD	SF	24	10.00	240.00
17	PRUNE ROOTS OF EXISTING TREE AND PROVIDE AND INSTALL ROOT BARRIER	EA	0	500.00	-0-
18	CONSTRUCT TYPE A1-6 CURB PER CALTRANS REVISED STD PLAN RSP A87A	LF	0	20.00	-0-
19	REMOVE EXIST IRON TREE WELL COVER AND TURN OVER TO THE CITY OF CUDAHY	EA	0	25.00	-0-
20	SWPPP/WQMP	LS		500.00	500.00
21	STRIPING	LS		500.00	500.00
22	TRAFFIC CONTROL	LS		2,750.00	2,750.00
	Subtotal Construction – Alamo St				

SUB-TOTAL BID SCHEDULE IN FIGURE – ALAMO ST $ 45,765.00

SUB-TOTAL BID SCHEDULE IN WORDS FORTY FIVE THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS

SEQUEL CONTRACTORS, INC.

"Cudahy Citywide Street Improvement Project (Prop 1B)"

Walker Ave

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	MOBILIZATION	LS		2,000.00	2,000.00
2	CONSTRUCTION SURVEY	LS		1,000.00	1,000.00
3	SAWCUT AND REMOVE EXISTING IMPROVEMENTS	SF	1,450	20.00	29,000.00
4	CONSTRUCT PCC CROSS GUTTER PER SPPWC (2012) 122-2	SF	700	10.00	7,000.00
5	CONSTRUCT TYPE A2-6 CURB & GUTTER PER CALTRANS STD PLAN A87A ADJUSTED TO MATCH EXISTING	LF	80	30.00	2,400.00
6	CONSTRUCT 4" PCC SIDEWALK PER SPPWC (2012) 112-2 & 113-2	SF	100	6.00	600.00
7	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH PER SPPWC (2012) 110-2, TYPE A	SF	0	6.00	0
8	CONSTRUCT PCC CURB RAMP PER CALTRANS STD PLAN A88A WITH EMBEDDED TACTILE/DETECTABLE WARNING SURFACE TILE WITH TRUNCATED DOMES (YELLOW) CASE PER PLAN	EA	2	2,500.00	5,000.00
9	COLDMILL EXISTING PAVEMENT 1-5/8"" THICK	SF	12,600	.13	1,638.00
10	COMPACT SUBGRADE TO 90% AND CONSTRUCT 2" AC/6" CAB	SF	400	20.00	8,000.00
11	CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM)	TON	139	80.00	11,120.00
12	ADJUST MANHOLE FRAME AND COVER GRADE	EA	2	300.00	600.00
13	ADJUST VALVE FRAME AND COVER TO GRADE BY SOUTHERN CALIFORNIA GAS COMPANY	EA	0	5.00	0
14	ADJUST VALVE FRAME AND COVER TO GRADE	EA	0	300.00	0
15	CONSTRUCT SPEED HUMP	EA	0	2,000.00	0
16	COLD MILL EXISTING SIDEWALK TO ELIMINATE TRIPPING HAZARD	SF	100	10.00	1,000.00
17	PRUNE ROOTS OF EXISTING TREE AND PROVIDE AND INSTALL ROOT BARRIER	EA	5	500.00	2,500.00
18	CONSTRUCT TYPE A1-6 CURB PER CALTRANS REVISED STD PLAN RSP A87A	LF	0	20.00	0
19	REMOVE EXIST IRON TREE WELL COVER AND TURN OVER TO THE CITY OF CUDAHY	EA	2	25.00	50.00
20	SWPPP/WQMP	LS		500.00	500.00
21	STRIPING	LS		500.00	500.00
22	TRAFFIC CONTROL	LS		2,750.00	2,750.00
	Subtotal Construction – Walker Ave				

SUB-TOTAL BID SCHEDULE IN FIGURE – WALKER AVE $ 75,658.00

SUB-TOTAL BID SCHEDULE IN WORDS SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS AND ZERO CENTS

TOTAL BID SCHEDULE IN FIGURE – FOSTORIA LOOP+ALAMO ST+WALKER AVE	$ 299,770.00
TOTAL BID SCHEDULE IN WORDS TWO HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS (T.P.)	

The bid shall be based on A+B+C. The bidder is reminded that the drawings as well as the specifications must be reviewed to determine the full scope of each of the above items.

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all of the above figures and understands that the City of Cudahy, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

SEQUEL CONTRACTORS, INC.

Contractor's Signature

Thomas J. Peck President

APR 20 2015

Date

LIST OF SUBCONTRACTORS

CONTRACT 240-7080-6745 240-7081-6745 240-7082-6745 NAME OF BIDDER SEQUEL CONTRACTORS, INC.

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent (1/2 of 1%) or $10,000.00, whichever is greater, of the prime contractor's total bid. **Contractor shall perform a minimum of 30% of the contract.**

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

Required Subcontractor Information

1. Name MARTINEZ CONCRETE — Description of Work: PCC Pour
   Address FOOTHILL BLVD. —
   City AZUSA — Crafts to be Used Masons, Labors
   License No. 394471 —
   Classification A — Contract Amount: $40,000.00
   DBE? Yes (No) — If yes, DBE type:
   Approx Start Date: NTP — Approx End Date: NOC

2. Name CESM — Description of Work: Survey
   Address RIDDEL AVE —
   City MONROVIA — Crafts to be Used Surveyor
   License No. 6771 —
   Classification LS — Contract Amount: $3,000.00
   DBE? Yes (No) — If yes, DBE type:
   Approx Start Date: NTP — Approx End Date: NOC

3. Name SUPERIOR — Description of Work: Stripe
   Address CYPRESS ST —
   City CYPRESS — Crafts to be Used Operators, Labor
   License No. 776306 —
   Classification C32 — Contract Amount: 3,000.00
   DBE? Yes (No) — If yes, DBE type:

Required Subcontractor Information

4. Name: EBS
Address: SIXTH ST.
City: CORONA
License No.: 932798
Classification: A
DBE? Yes (No)
Approx Start Date: NTP
Description of Work: Adjustments
Crafts to be Used: Operators, Labors
Contract Amount: $ 7,500.00
If yes, DBE type:
Approx End Date: NOC

5. Name:
Address:
City:
License No.:
Classification:
DBE? Yes No
Approx Start Date:
Description of Work:
Crafts to be Used:
Contract Amount:
If yes, DBE type:
Approx End Date:

6. Name:
Address:
City:
License No.:
Classification:
DBE? Yes No
Approx Start Date:
Description of Work:
Crafts to be Used:
Contract Amount:
If yes, DBE type:
Approx End Date:

7. Name:
Address:
City:
License No.:
Classification:
DBE? Yes No
Approx Start Date:
Description of Work:
Crafts to be Used:
Contract Amount:
If yes, DBE type:
Approx End Date:

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of LOS ANGELES) ss.

Thomas S. Peck, being first duly sworn, deposes and says that, he or she is President of SEQUEL CONTRACTORS, INC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Citywide Street Imp Project Prop1B

Project Number: 240-7080-6745 240-7081-6745 ~~240-7082-6745~~

Company: SEQUEL CONTRACTORS, INC

Address: 13540 Imperial Hwy. Santa Fe Springs, CA 90670

Signature:

Title: Thomas S. Peck President

Date: APR 20 2015

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEAL

This _____ day of _____, 20_____

/s/ Notary Public: SEE ATTACHED

My Commission Expires: _____

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

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

State of California)
County of LOS ANGELES)

On APR 2 0 2015 before me, Daniel Bustamante, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas S. Peck President
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.

DANIEL BUSTAMANTE
COMM. #2005801
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires JANUARY 31, 2017
MMD1

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 Daniel Bustamante
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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Cudahy

The undersigned certifies that (he/she) (his/her firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

SEE ATTACHED

2. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

3. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

4. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

5. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

SEQUEL CONTRACTORS, INC.

Signed _____ Title Thomas S. Pack President

Dated this _____ day of APR 20 2015, 2015

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

1.	OWNER:	CITY OF INGLEWOOD
	ADDRESS:	ONE MANCHESTER BLVD INGLEWOOD, CA 90301
	PHONE NO.:	(310) 412-5333
	CONTACT:	HUNTER NGUYEN
	PROJECT:	STREET IMPROVEMENTS FY 2012-13
	PROJECT AMOUNT:	$1,823,814.00
	COMPLETION DATE	SEPTEMBER 2014
2.	OWNER:	CITY OF GARDENA
	ADDRESS:	1700W 162nd STREET GARDENA, CA 90247
	PHONE NO.:	(310) 217-9500
	CONTACT:	JOHN FELIX
	PROJECT:	VERMONT AVE REHAB
	PROJECT AMOUNT:	$1,548,818.00
	COMPLETION DATE	AUGUST 2014
6.	OWNER:	CITY OF HIGHLAND
	ADDRESS:	27215 BASE LINE HIGHLAND, CA 92346
	PHONE NO.:	(909) 864-6861
	CONTACT:	CARLOS ZAMANO
	PROJECT:	BASE LINE BEUTICICATION
	PROJECT AMOUNT:	$2,725,182.63
	COMPLETION DATE	JANUARY 2014
4.	OWNER:	CITY OF NEWPORT BEACH
	ADDRESS:	100 CIVIC CENTER DR. NEWPORT BEACH, CA 92660
	PHONE NO.:	(949) 644-3314
	CONTACT:	ALFRED CASTANEN
	PROJECT:	RESIDENTIAL STREET EVERLAY PROGRAM
	PROJECT AMOUNT:	$1,280,124.99
	COMPLETION DATE	FEBRUARY 2015
5.	OWNER:	CITY OF SANTA FE SPRINGS
	ADDRESS:	11710 TELEGRAPH RD. SANT FE SPRINGS, CA 90670
	PHONE NO.:	(562) 868-0511
	CONTACT:	NOE NEGRETE
	PROJECT:	GRIDLEY RD. PAVEMENT REHAB.
	PROJECT AMOUNT:	$236,904.78
	COMPLETION DATE	MAY 2014

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

6.	OWNER:	CITY OF LA MIRADA
	ADDRESS:	15515 PHOEBE AVE. LA MIRADA, CA 90638
	PHONE NO.:	(562) 943-0131
	CONTACT:	TONY MORENO
	PROJECT:	FOSTER PARK STREET IMPROVEMENTS PHASE 3
	PROJECT AMOUNT:	$650,121.97
	COMPLETION DATE	OCTOBER 2013
7.	OWNER:	CITY OF TUSTIN
	ADDRESS:	300 CENTENNIAL WAY TUSTIN, CA 92780
	PHONE NO.:	(714) 573-3157
	CONTACT:	EDDY JAN
	PROJECT:	ANNUAL ROADWAY AND SIDEWALK REHAB
	PROJECT AMOUNT:	$1,136,251.87
	COMPLETION DATE	NOVEMBER 2013
8.	OWNER:	CITY OF INGLEWOOD
	ADDRESS:	ONE MANCHESTER BLVD INGLEWOOD, CA 90301
	PHONE NO.:	(310) 412-5333
	CONTACT:	HUNTER NGUYEN
	PROJECT:	STREET IMPROVEMENTS FY 2012-13
	PROJECT AMOUNT:	$1,294,140.16
	COMPLETION DATE	JULY 2013
9.	OWNER:	CITY OF LOS ALAMITOS
	ADDRESS:	3191 KATELLA AVE LOS ALAMITOS, CA 90720
	PHONE NO.:	(562) 431-3538
	CONTACT:	DAVE HUNT
	PROJECT:	COMMERCIAL STREET IMPROVEMENT
	PROJECT AMOUNT:	$600,776.30
	COMPLETION DATE	SEPTEMBER 2013
10.	OWNER:	CITY OF CERRITOS
	ADDRESS:	18125 BLOOMFIELD AVE. CERRITOS, CA 90703
	PHONE NO.:	(562) 916-1229
	CONTACT:	FREDY BONILLA
	PROJECT:	183RD STREET IMPROVEMENTS
	PROJECT AMOUNT:	$529,823.96
	COMPLETION DATE	APRIL 2013

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

11.	OWNER:	CITY OF INGLEWOOD
	ADDRESS:	ONE MANCHESTER BLVD INGLEWOOD, CA 90301
	PHONE NO.:	(310) 412-5333
	CONTACT:	HUNTER NGUYEN
	PROJECT:	STREET IMPROVEMENTS FY 2011-12
	PROJECT AMOUNT:	$1,252,355.09
	COMPLETION DATE	OCTOBER 2012
12.	OWNER:	CITY OF UPLAND
	ADDRESS:	1370 NORTH BENSON UPLAND, CA 91786
	PHONE NO.:	(909) 291-2930
	CONTACT:	EDDIE RHEE
	PROJECT:	PINE STREET IMPROVEMENTS
	PROJECT AMOUNT:	$887,749.58
	COMPLETION DATE	DECEMBER 2012
13.	OWNER:	CITY OF ROLLING HILLS ESTATES
	ADDRESS:	4045 PALOS VERDES DRIVE NORTH ROLLING HILLS ESTATES, CA 90274
	PHONE NO.:	(909) 957-0188
	CONTACT:	BARRY KNUTSON
	PROJECT:	HAWTHORNE BLVD IMPROVEMENTS
	PROJECT AMOUNT:	$707,105.69
	COMPLETION DATE	AUGUST 2012
14.	OWNER:	CITY OF LYNWOOD
	ADDRESS:	11330 BULLIS ROAD LYNWOOD, CA 90262
	PHONE NO.:	(310) 800-6904
	CONTACT:	JORGE ROQUE
	PROJECT:	JOSEPHINE STREET IMPROVEMENTS
	PROJECT AMOUNT:	$544,195.19
	COMPLETION DATE	AUGUST 2012
15.	OWNER:	CITY OF MONTCLAIR
	ADDRESS:	5111 BENITO STREET MONTCLAIR, CA 91763
	PHONE NO.:	(909) 721-1760
	CONTACT:	STEVE STANTON
	PROJECT:	VARIOUS INTERSECTION IMPROVEMENTS
	PROJECT AMOUNT:	$389,723.00
	COMPLETION DATE	JULY 2012

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

TO: _____
(Name of Labor Union, Workers Representative, etc.)
SEQUEL CONTRACTORS, INC
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

_____
(City, State, Zip Code)

Project Name: City Wide Street Improv. Project Prop 1B

Project Number: 240-7080-6745
240-7081-6745
~~240-7082-6745~~

Location: Various

The Undersigned currently holds a contract with the City of Cudahy involving funds or credit of the U.S. Government or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but it is not limited to the following:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted at the project site, by the undersigned, in conspicuous places available to employees or applicants for employment.

SEQUEL CONTRACTORS, INC.
(Contractor/Subcontractor)

By: _____
(Signature)

APR 20 2015
(Date)

Thomas S. Pac President
(Title)

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *~~certified~~/~~cashier~~'s check payable to the order of the City of Cudahy for:

10% BIDDER'S BOND Dollars ($_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Cudahy provided this proposal shall be accepted by the City of Cudahy through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

SEQUEL CONTRACTORS, INC
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

Thomas S. Pack President

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORIDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: SEQUEL CONTRACTORS, INC Date: APR 2 0 2015

Address: 13646 Imperial Hwy. Santa Fe Springs, CA 90670

State: _____ Zip Code: _____ Phone No. ( ) (562) 802-7227

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certifications to The City of Cudahy

1) It is understood that each person/entity/firm who applies for a City of Cudahy contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all person/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with The City of Cudahy shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity action on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with The City of Cudahy.

Authorized official:

Name: Thomas S. Pack Title: President

Signature: _____ Date: APR 2 0 2015

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

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

1. Maintain or provide for his/her employees any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregation by explicit directive or are in fact segregated on the basis of race, creed, or national, origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he she/has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: APR 2 0 2015 Project Number: 240-7080-6745 240-7081-6745 240-7082-6745

Company: SEQUEL CONTRACTORS, INC.

Address: 13545 Imperial Hwy. Santa Fe Springs, CA 90670

By:

Title: Thomas S. Pack President

Applicable Contracts and subcontracts of $10K or more; organizations, firms, subcontractors and suppliers shall certify (in the contract) that they maintain non-segregated facilities. Only exceptions to the non-segregated facilities provisions is accees for the disabled.

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder ✓, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: APR 20 2015

Project Number: 240-7080-6745
240-7081-6745
240-7082-6745

Company: SESUEL CONTRACTORS, INC.

Address: 13546 Imperial Hwy.
Santa Fe Springs, CA 90670

By: [signature]

Title: Thomas S. Peck President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

REPORT OF ADDITIONAL CLASSIFICATION AND RATE

TO: City of Cudahy	FROM: SEQUEL CONTRACTORS, INC 13546 Imperial Hwy. Santa Fe Springs, CA 90670

NAME OF PROJECT: Citywide Street Improv. Project Prop 1B

PROJECT NUMBER: 240-7080-6745; 240-7081-6745; 240-7082-6745

LOCATION OF PROJECT: City of Cudahy

DESCRIPTION OF WORK: Street Improvements

IN ORDER TO COMPLETE THE PROJECT IT IS NECESSARY TO ESTABLISH WAGE RATES FOR THE FOLLOWING CLASSFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE
DECISION NO. MODIFICATION NO. DATED

CLASSIFCATION(S)	BASIC HOURLY RATE	FRINGE BENEFIT PAYMENTS
None		

NAME, ADDRESS, AND ZIP CODE OF LABOR ORGANIZATION None

NAME, ADDRESS, AND ZIP CODE OF CONTRACTOR: SEQUEL CONTRACTORS, INC
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE: None

TITLE OF CONTRACTOR'S REPRESENTATIVE: Thomas S. P[illegible] President

- ☐ **Supporting documents attached.**
- ☐ **The interested parties, including the employees or their authorized representative, agree on the classification and wage rate.**
- ☐ **The interested parties, including the employees or their authorized representatives, cannot agree on the proper classification and water rate. A determination of the question by the Secretary of Labor is therefore requested.**
- ☐ **Available information and recommendations are attached.**

☐ **APPROVED**

SIGNATURE OF ISSUING OFFICE REPRESENTATIVE

DATE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

YEAR	2010	2011	2012	2013	2014	CURRENT TOTAL	YEAR 2015
1. No. of contracts	10	11	14	15	15	65	2
2. Total dollar amount of contracts (in thousands of $)	15,700	15,900	6,800	13,100	24,900	76,400	4200
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workday cases	0	0	0	0	0	0	0
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
*6. No of lost workdays	0	0	0	0	0	0	0

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print) SEQUEL CONTRACTORS, INC

Address 13546 Imperial Hwy.

City Santa Fe Springs, CA 90670 Zip Code

Signature Thomas [illegible] President

State Contractors' License. No. & Classification 610600A

Telephone (562) 802-7227

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we Sequel Contractors, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: Ten percent of the total amount of the bid (words) Dollars ($ 10%), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded Sequel Contractors, Inc. for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded Sequel Contractors, Inc., his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 16th day of April 2015.

Sequel Contractors, Inc.

Title President

Travelers Casualty and Surety Company of America

Title Douglas A. Rapp, Attorney in Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

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.

ACKNOWLEDGMENT

State of California
County of Orange)

On 04/16/2015 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)

RRS2 DEBRA SWANSON
COMM. # 1997119
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. NOV 10, 2016 RRS2

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224524

Certificate No. 005949906

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 12th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

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

State of California)
County of LOS ANGELES)

On APR 1 6 2015 before me, Daniel Bustamante, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas E. Pack President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

MMD1 DANIEL BUSTAMANTE MMD1
COMM. #2005801
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires JANUARY 31, 2017

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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2015

CONTRACT SERVICES AGREEMENT

(Engagement: Cudahy Citywide Street Improvement Project – Prop. 1B)
(Parties: The City of Cudahy and Sequel Contractors, Inc.)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this _____ day of May, 2015 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and Sequel Contractors, Inc. with its principal place of business at 13546 Imperial Hwy., Santa Fe Springs, CA 90670 (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

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

WHEREAS, City has determined that it requires contract services to provide citywide improvements to its streets; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Cudahy City Council at its Regular Meeting of May 5, 2015, under Agenda Item No._____.

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

I.

PROJECT, SCOPE AND TERM OF SERVICES, CONTRACT BONDS AND COMPENSATION

1. PROJECT: The Parties agree that this Agreement relates to the provision of citywide street improvement services. The work under this Agreement shall consist of cold milling existing asphalt concrete and asphalt concrete overlay. It also entails the removal and

replacement of damages sidewalks, driveways, curbs, gutters, and/or cross gutter; construction of new wheelchair ramps; and completion of other miscellaneous items, including traffic striping , manhole and water & gas valve adjustments and traffic control (hereinafter referred to as the "Project").

2. SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, all exhibits, and all bid documents related to this Project, attached and incorporated hereto, Contractor agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Work"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Services." Neither Contractor nor anyone acting on Contractor's behalf shall commence with the performance of the Services until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

3. PROSECUTION OF WORK: The Parties agree as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Services shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event later than forty-five (45) calendar days thereafter (hereinafter, the "Completion Date"). City, in its reasonable discretion, may grant Contractor additional time to complete the work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) Contractor shall have provided City with a written request for additional time no less than fifteen (15) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Contractor has taken to mitigate the need for additional time. The granting of such additional time by City shall in no way entitle Contractor to compensation in excess of the Contract Price, defined below, in so far as the need for additional time is not reasonably attributable to City.

B. Contractor shall perform the Services continuously and with due diligence so as to complete the Services by the Completion Date. Contractor shall cooperate with City and in no manner interfere with the work of City, its employees or other contractors or agents;

C. Contractor shall not claim or be entitled to receive any compensation or damage because of the failure of Contractor or its subcontractors, to have related services or tasks completed in a timely manner;

D. Contractor shall at all times enforce strict discipline and good order among Contractor's employees;

E. Contractor, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. CONTRACT BONDS: Contractor will be required to furnish City with a Faithful Performance Bond and a Payment Bond each in the amount of TWO HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS ($299,770.00) which shall be furnished concurrently with the signing of the contract. The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact the business of insurance in the State of California. Said bonds shall be executed by the surety and Contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

5. COMPENSATION: Contractor's total compensation for the Services under this Agreement may not exceed the sum of TWO HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS ($299,770.00) (hereinafter, the "Contract Price"). The Parties agree that the **Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs** and incidental and customary work necessary to competently perform Services as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City of Cudahy and unless such added expenditure is specifically approved in advance and in writing by the City.

6. PAYMENT OF COMPENSATION: City shall compensate Contractor on a monthly basis. At the end of each month during the term of this Agreement, Contractor shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Contractor and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business 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 days 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.

7. EXTRA WORK; COMPENSATION FOR EXTRA WORK: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Contractor shall not undertake nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related tasks set forth in the Scope of Work.

   Payments for any Extra Work shall be made to Contractor on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered

before the thirtieth (30th) day after Contractor notifies City in writing of an increase in the fee schedule. Fees for Extra Work shall be paid within sixty (60) calendar days of the date Contractor issues an invoice to City for such Extra Work.

8. ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

9. ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services 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 Work, 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

1. CITY'S REPRESENTATIVES: The City hereby designates the City Manager and Community Development Director (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Community Development Director shall be the City's 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. CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates Thomas S. Pack to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, 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 Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.

3. COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services 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.

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 professional 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 Services to be performed under this Agreement as well as any and all schedules of performance;

E. Contractor shall perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;

F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and

G. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and in their 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 Services in a skillful and competent manner equivalent to, if not greater than, the

standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

5. LICENSING REQUIREMENTS: Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent. A Class A-C8-C27 State Contractor's License is required for this project.

6. 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 the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

7. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services 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 others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services 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.

8. REMOVAL OF EMPLOYEES OR AGENTS: If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article 4, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal

of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.

9. COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with the Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article 4, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statues, codes, rules, regulations or ordinances Contractors pursuant to this Section.

10. SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:

A. Adequate life protection and life-saving equipment and procedures;

B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

11. NON-DISCRIMINATION: In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultants, 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.

12. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have

no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by City in writing.

13. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14. STATE LABOR COMPLIANCE: The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to City, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

B. Pursuant to the provisions of California Labor Code, Sections 1770 et seq., Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

C. As required by Section 1773.1 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such

agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

E. Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to Fifty Dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid workers for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of a violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

F. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, Social Security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to this Agreement, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each Contractor shall file a certified copy of the records, with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made

available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. Contractor shall inform the City of the location of the records, including the street address, district and county, and shall, within 5 working days, provide a notice of change of location and address. Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Subsection. In the event that Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the City, forfeit $25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance lies with Contractor.

G. Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

H. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If Contractor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided. Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and Contractor shall not commence work, until Contractor submits written evidence that

it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, Contractor, in signing this Contract, certifies to City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by Contractor and submitted to the Construction Manager for City's review and records.

I. In accordance with the provisions of Section 1727 of the California Labor Code, City, before making payment to Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by City.

15. WARRANTY AGAINST DEFECTS: Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials. Contractor further warrants that Contractor shall be solely responsible for the correction of any defects and that all work done and good provided shall be fit for the purposes intended.

III.

INSURANCE

1. DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

2. REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

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). Such CGL Coverage shall have minimum limits of no less than One Million Dollars per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage ($1,000,000.00) per occurrence shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

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 I (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance Employer's Liability Insurance: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide that there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days' prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

3. 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. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 2010 10 01 or CG 37 10 01.

4. 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.

5. DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions with respect to City and City's elected or appointed officials, officers, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses**.**

6. NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

7. DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.

8. SEPARATION OF INSUREDS: NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.

9. 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.

10. WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving, or shall be endorsed to waive, any subrogation rights or

other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf of Contractor or Contractor's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

11. 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 of Cudahy. Accordingly, Contractor warrants, represents and agrees that its shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

12. NOTICE OF TERMINATION: All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to City. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

13. FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: (i) order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. City's exercise of any of the foregoing remedies shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's failure to comply with the insurance requirements set forth under this Article.

14. SUBCONTRACTORS INSURANCE COVERAGE: Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such person or entity evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.

15. NO LIMITATION ON LIABILITY: Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article 4 of this Agreement.

IV.

INDEMNIFICATION

1. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers 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 City and City's elected and appointed officials, officers, employees, agents and volunteers 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.

2. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless, City and City's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "City Indemnities") from and against any and all causes of action, claims, losses, liabilities, obligations, judgments, costs or expenses (including reasonable attorneys' fees and costs of litigation) or damages (collectively "Claims") arising out of Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City Indemnities.

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. 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.

5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person

or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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.

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

1. TERMINATION WITHOUT CAUSE: City may, by written notice to Contractor, terminate this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

2. DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach

(whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants), City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days' prior written notice of termination on the grounds of breach (a "Breach Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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.

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

1. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Contractor in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Contractor shall require all subcontractors and subcontractor working on behalf of Contractor in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subcontractor as applies to Documents and Data prepared by Contractor in the performance of this Agreement.

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.

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.

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:
Sequel Contractors, Inc.
13546 Imperial Hwy.
Santa Fe Springs, CA 90670
Attn: Thomas S. Pack, President
Phone: (562) 802-7227

CITY:
City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5142
Fax: (323) 771-2072

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.

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

6. SUBCONTRACTING: Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

7. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked on by Contractor.

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 there from.

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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 6.16, above.

20. COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of Cudahy and one counterpart shall be delivered to the Community Development Department for day-to-day reference. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF CUDAHY:

By:_____
Jose E. Pulido, City Manager

SEQUAL CONTRACTORS, INC.:

By:_____

Name:_____

Title:_____

ATTEST:

By:_____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Isabel Birrueta, Assistant City Attorney

Exhibit "A"
(Scope of Work)

(See attached)

PROPOSAL

Summary

Name of Company Submitting Proposal: SEQUEL CONTRACTORS, INC.

Address of Company Submitting Proposal: 13545 Imperial Hwy. Santa Fe Springs, CA 90670

Telephone Number: (562) 802-7227

Amount of Bid from Bid Schedule: $ 299,770.00

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

"Cudahy Citywide Street Improvement Project (Prop 1B)"

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A certified/cashiers check, properly made payable to the City of Cudahy*, bid bond in favor of the City of Cudahy for**_____

10% BIDDER'S BOND Dollars ($ 10%)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Cudahy. The face amount of bid bond shall be considered established.

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be just cause for forfeiture of the proposal guaranty, to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, **the bidder will be liable for forfeiture** of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda

This bid is being submitted with the following issued and signed addendum(s).

Number (s) _____

Warning – If an addendum as being received or addenda have been issued by the administering agency and not noted above as being received by the bidder, or not acknowledging (certification statement) the aforementioned contract modifications with a signature, this Bid may be rejected.

The undersigned must be licensed in accordance with the laws of the State of California that provide for the registration of Contractors at the time this contract is awarded.

Signature (Authorized Contractor Rep)

By Thomas S. Pier
Print Name (Authorized Contractor Rep)

SEQUEL CONTRACTORS, INC.
Address 13546 Imperial Hwy.
Santa Fe Springs, CA 90670

President
Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By
Print Name of Witness

SEE ATTACHED
Title of Witness

Company Telephone Number

610600A
State License No. (*If available*)

610600A
Classification

1/31/2017
License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

Name of Surety

Local Representative

RAPP SURETY SERVICES
Address 23461 S. Pointe Dr. #345
Laguna Hills, CA 92653

Address

Telephone Number (949) 457-1060

Telephone Number

Best Key Rating

A++
Grade

XV
Class

BID SCHEDULE

Contractor's Name SEQUEL CONTRACTORS, INC.

Honorable Mayor and City Council
Cudahy, California

Date: APR 2 0 2015, 2015

In accordance with your public notice calling for bids to be opened at **11:00 A.M. on April 17th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

SEQUEL CONTRACTORS, INC.

"Cudahy Citywide Street Improvement Project (Prop 1B)"

Fostoria St/ River Rd/ Cecelia St/ Crafton Ave and Ferndale Ave Loop

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	MOBILIZATION	LS		5,000.00	5,000.00
2	CONSTRUCTION SURVEY	LS		1,000.00	1,000.00
3	SAWCUT AND REMOVE EXISTING IMPROVEMENTS	SF	150	35.00	5250.00
4	CONSTRUCT PCC CROSS GUTTER PER SPPWC (2012) 122-2	SF	360	10.00	3,600.00
5	CONSTRUCT TYPE A2-6 CURB & GUTTER PER CALTRANS STD PLAN A87A ADJUSTED TO MATCH EXISTING	LF	90	30.00	2,700.00
6	CONSTRUCT 4" PCC SIDEWALK PER SPPWC (2012) 112-2 & 113-2	SF	500	6.00	3,000.00
7	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH PER SPPWC (2012) 110-2, TYPE A	SF	325	6.00	1,950.00
8	CONSTRUCT PCC CURB RAMP PER CALTRANS STD PLAN A88A WITH EMBEDDED TACTILE/DETECTABLE WARNING SURFACE TILE WITH TRUNCATED DOMES (YELLOW) CASE PER PLAN	EA	9	2,500.00	22,500.00
9	COLDMILL EXISTING PAVEMENT 1-5/8"" THICK	SF	106,900	.13	22,917.00
10	COMPACT SUBGRADE TO 90% AND CONSTRUCT 2" AC/6" CAB	SF	150	20.00	3,000.00
11	CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM)	TON	1,175	80.00	94,000.00
12	ADJUST MANHOLE FRAME AND COVER GRADE	EA	12	300.00	3,600.00
13	ADJUST VALVE FRAME AND COVER TO GRADE BY SOUTHERN CALIFORNIA GAS COMPANY	EA	6	5.00	30.00
14	ADJUST VALVE FRAME AND COVER TO GRADE	EA	4	300.00	1,200.00
15	CONSTRUCT SPEED HUMP	EA	2	2,000.00	4,000.00
16	COLD MILL EXISTING SIDEWALK TO ELIMINATE TRIPPING HAZARD	SF	150	10.00	1,500.00
17	PRUNE ROOTS OF EXISTING TREE AND PROVIDE AND INSTALL ROOT BARRIER	EA	1	500.00	500.00
18	CONSTRUCT TYPE A1-6 CURB PER CALTRANS REVISED STD PLAN RSP A87A	LF	16	20.00	320.00
19	REMOVE EXIST IRON TREE WELL COVER AND TURN OVER TO CITY OF CUDAHY	EA	0	25.00	0
20	SWPPP/WQMP	LS		800.00	800.00
21	STRIPING	LS		2,505.00	2,505.00
22	TRAFFIC CONTROL	LS		8,000.00	8,000.00
	Subtotal Construction – Fostoria St/ River Rd/ Cecelia St/ Crafton Ave and Ferndale Ave Loop				

SUB-TOTAL BID SCHEDULE IN FIGURE – FOSTORIA LOOP	$178,347.00

SUB-TOTAL BID SCHEDULE IN WORDS ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS

SEQUEL CONTRACTORS, INC.

"Cudahy Citywide Street Improvement Project (Prop 1B)"

Alamo St

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	MOBILIZATION	LS		2,000.00	2,000.00
2	CONSTRUCTION SURVEY	LS		1,000.00	1,000.00
3	SAWCUT AND REMOVE EXISTING IMPROVEMENTS	SF	200	35.00	7,000.00
4	CONSTRUCT PCC CROSS GUTTER PER SPPWC (2012) 122-2	SF	700	10.00	7,000.00
5	CONSTRUCT TYPE A2-6 CURB & GUTTER PER CALTRANS STD PLAN A87A ADJUSTED TO MATCH EXISTING	LF	80	30.00	2,400.00
6	CONSTRUCT 4" PCC SIDEWALK PER SPPWC (2012) 112-2 & 113-2	SF	0	6.00	-0-
7	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH PER SPPWC (2012) 110-2, TYPE A	SF	150	6.00	900.00
8	CONSTRUCT PCC CURB RAMP PER CALTRANS STD PLAN A88A WITH EMBEDDED TACTILE/DETECTABLE WARNING SURFACE TILE WITH TRUNCATED DOMES (YELLOW) CASE PER PLAN	EA	2	2500.00	5,000.00
9	COLDMILL EXISTING PAVEMENT 1-5/8"" THICK	SF	11,500	.13	1495.00
10	COMPACT SUBGRADE TO 90% AND CONSTRUCT 2" AC/6" CAB	SF	200	20.00	4,000.00
11	CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM)	TON	126	80.00	10,080.00
12	ADJUST MANHOLE FRAME AND COVER GRADE	EA	2	300.00	600.00
13	ADJUST VALVE FRAME AND COVER TO GRADE BY SOUTHERN CALIFORNIA GAS COMPANY	EA	0	5.00	-0-
14	ADJUST VALVE FRAME AND COVER TO GRADE	EA	1	300.00	300.00
15	CONSTRUCT SPEED HUMP	EA	0	2,000.00	-0-
16	COLD MILL EXISTING SIDEWALK TO ELIMINATE TRIPPING HAZARD	SF	24	10.00	240.00
17	PRUNE ROOTS OF EXISTING TREE AND PROVIDE AND INSTALL ROOT BARRIER	EA	0	500.00	-0-
18	CONSTRUCT TYPE A1-6 CURB PER CALTRANS REVISED STD PLAN RSP A87A	LF	0	20.00	-0-
19	REMOVE EXIST IRON TREE WELL COVER AND TURN OVER TO THE CITY OF CUDAHY	EA	0	25.00	-0-
20	SWPPP/WQMP	LS		500.00	500.00
21	STRIPING	LS		500.00	500.00
22	TRAFFIC CONTROL	LS		2,750.00	2,750.00
	Subtotal Construction – Alamo St				

SUB-TOTAL BID SCHEDULE IN FIGURE – ALAMO ST $ 45,765.00

SUB-TOTAL BID SCHEDULE IN WORDS FORTY FIVE THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS

SEQUEL CONTRACTORS, INC.

"Cudahy Citywide Street Improvement Project (Prop 1B)"

Walker Ave

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	MOBILIZATION	LS		2,000.00	2,000.00
2	CONSTRUCTION SURVEY	LS		1,000.00	1,000.00
3	SAWCUT AND REMOVE EXISTING IMPROVEMENTS	SF	1,450	20.00	29,000.00
4	CONSTRUCT PCC CROSS GUTTER PER SPPWC (2012) 122-2	SF	700	10.00	7,000.00
5	CONSTRUCT TYPE A2-6 CURB & GUTTER PER CALTRANS STD PLAN A87A ADJUSTED TO MATCH EXISTING	LF	80	30.00	2,400.00
6	CONSTRUCT 4" PCC SIDEWALK PER SPPWC (2012) 112-2 & 113-2	SF	100	6.00	600.00
7	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH PER SPPWC (2012) 110-2, TYPE A	SF	0	6.00	0
8	CONSTRUCT PCC CURB RAMP PER CALTRANS STD PLAN A88A WITH EMBEDDED TACTILE/DETECTABLE WARNING SURFACE TILE WITH TRUNCATED DOMES (YELLOW) CASE PER PLAN	EA	2	2,500.00	5,000.00
9	COLDMILL EXISTING PAVEMENT 1-5/8"" THICK	SF	12,600	.13	1,638.00
10	COMPACT SUBGRADE TO 90% AND CONSTRUCT 2" AC/6" CAB	SF	400	20.00	8,000.00
11	CONSTRUCT 2" ASPHALT RUBBER HOT MIX (ARHM)	TON	139	80.00	11,120.00
12	ADJUST MANHOLE FRAME AND COVER GRADE	EA	2	300.00	600.00
13	ADJUST VALVE FRAME AND COVER TO GRADE BY SOUTHERN CALIFORNIA GAS COMPANY	EA	0	5.00	0
14	ADJUST VALVE FRAME AND COVER TO GRADE	EA	0	300.00	0
15	CONSTRUCT SPEED HUMP	EA	0	2,000.00	0
16	COLD MILL EXISTING SIDEWALK TO ELIMINATE TRIPPING HAZARD	SF	100	10.00	1,000.00
17	PRUNE ROOTS OF EXISTING TREE AND PROVIDE AND INSTALL ROOT BARRIER	EA	5	500.00	2,500.00
18	CONSTRUCT TYPE A1-6 CURB PER CALTRANS REVISED STD PLAN RSP A87A	LF	0	20.00	0
19	REMOVE EXIST IRON TREE WELL COVER AND TURN OVER TO THE CITY OF CUDAHY	EA	2	25.00	50.00
20	SWPPP/WQMP	LS		500.00	500.00
21	STRIPING	LS		500.00	500.00
22	TRAFFIC CONTROL	LS		2,750.00	2,750.00
	Subtotal Construction – Walker Ave				

SUB-TOTAL BID SCHEDULE IN FIGURE – WALKER AVE $ 75,658.00

SUB-TOTAL BID SCHEDULE IN WORDS SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS AND ZERO CENTS

TOTAL BID SCHEDULE IN FIGURE – FOSTORIA LOOP+ALAMO ST+WALKER AVE	$ 299,770.00
TOTAL BID SCHEDULE IN WORDS TWO HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS (T.P.)	

The bid shall be based on A+B+C. The bidder is reminded that the drawings as well as the specifications must be reviewed to determine the full scope of each of the above items.

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all of the above figures and understands that the City of Cudahy, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

SEQUEL CONTRACTORS, INC.

Contractor's Signature

Thomas J. Peck President

APR 20 2015

Date

LIST OF SUBCONTRACTORS

CONTRACT 240-7080-6745 240-7081-6745 240-7082-6745 NAME OF BIDDER SEQUEL CONTRACTORS, INC.

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent (1/2 of 1%) or $10,000.00, whichever is greater, of the prime contractor's total bid. **Contractor shall perform a minimum of 30% of the contract.**

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

Required Subcontractor Information

1. Name MARTINEZ CONCRETE — Description of Work: PCC Pour
   Address FOOTHILL BLVD. —
   City AZUSA — Crafts to be Used Masons, Labors
   License No. 394471 —
   Classification A — Contract Amount: $40,000.00
   DBE? Yes (No) — If yes, DBE type:
   Approx Start Date: NTP — Approx End Date: NOC

2. Name CESM — Description of Work: Survey
   Address RIDDEL AVE —
   City MONROVIA — Crafts to be Used Surveyor
   License No. 6771 —
   Classification LS — Contract Amount: $3,000.00
   DBE? Yes (No) — If yes, DBE type:
   Approx Start Date: NTP — Approx End Date: NOC

3. Name SUPERIOR — Description of Work: Stripe
   Address CYPRESS ST —
   City CYPRESS — Crafts to be Used Operators, Labor
   License No. 776306 —
   Classification C32 — Contract Amount: 3,000.00
   DBE? Yes (No) — If yes, DBE type:

Required Subcontractor Information

4. Name: EBS
Address: SIXTH ST.
City: CORONA
License No.: 932798
Classification: A
DBE? Yes (No)
Approx Start Date: NTP
Description of Work: Adjustments
Crafts to be Used: Operators, Labors
Contract Amount: $ 7,500.00
If yes, DBE type:
Approx End Date: NOC

5. Name:
Address:
City:
License No.:
Classification:
DBE? Yes No
Approx Start Date:
Description of Work:
Crafts to be Used:
Contract Amount:
If yes, DBE type:
Approx End Date:

6. Name:
Address:
City:
License No.:
Classification:
DBE? Yes No
Approx Start Date:
Description of Work:
Crafts to be Used:
Contract Amount:
If yes, DBE type:
Approx End Date:

7. Name:
Address:
City:
License No.:
Classification:
DBE? Yes No
Approx Start Date:
Description of Work:
Crafts to be Used:
Contract Amount:
If yes, DBE type:
Approx End Date:

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of LOS ANGELES) ss.

Thomas S. Peck, being first duly sworn, deposes and says that, he or she is President of SEQUEL CONTRACTORS, INC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Citywide Street Imp Project Prop1B

Project Number: 240-7080-6745 240-7081-6745 ~~240-7082-6745~~

Company: SEQUEL CONTRACTORS, INC

Address: 13540 Imperial Hwy. Santa Fe Springs, CA 90670

Signature:

Title: Thomas S. Peck President

Date: APR 20 2015

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEAL

This _____ day of _____, 20_____

/s/ Notary Public: SEE ATTACHED

My Commission Expires: _____

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

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

State of California)
County of LOS ANGELES)

On APR 2 0 2015 before me, Daniel Bustamante, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas S. Peck President
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.

DANIEL BUSTAMANTE
COMM. #2005801
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires JANUARY 31, 2017
MMD1

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 Daniel Bustamante
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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Cudahy

The undersigned certifies that (he/she) (his/her firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

SEE ATTACHED

2. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

3. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

4. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

5. _____
Job Title | Person to Contact | Phone No.

_____
City | Contract Amount | Date Completed

SEQUEL CONTRACTORS, INC.

Signed _____ Title Thomas S. Pack President

Dated this _____ day of APR 20 2015, 2015

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

1.	OWNER:	CITY OF INGLEWOOD
	ADDRESS:	ONE MANCHESTER BLVD INGLEWOOD, CA 90301
	PHONE NO.:	(310) 412-5333
	CONTACT:	HUNTER NGUYEN
	PROJECT:	STREET IMPROVEMENTS FY 2012-13
	PROJECT AMOUNT:	$1,823,814.00
	COMPLETION DATE	SEPTEMBER 2014
2.	OWNER:	CITY OF GARDENA
	ADDRESS:	1700W 162nd STREET GARDENA, CA 90247
	PHONE NO.:	(310) 217-9500
	CONTACT:	JOHN FELIX
	PROJECT:	VERMONT AVE REHAB
	PROJECT AMOUNT:	$1,548,818.00
	COMPLETION DATE	AUGUST 2014
6.	OWNER:	CITY OF HIGHLAND
	ADDRESS:	27215 BASE LINE HIGHLAND, CA 92346
	PHONE NO.:	(909) 864-6861
	CONTACT:	CARLOS ZAMANO
	PROJECT:	BASE LINE BEUTICICATION
	PROJECT AMOUNT:	$2,725,182.63
	COMPLETION DATE	JANUARY 2014
4.	OWNER:	CITY OF NEWPORT BEACH
	ADDRESS:	100 CIVIC CENTER DR. NEWPORT BEACH, CA 92660
	PHONE NO.:	(949) 644-3314
	CONTACT:	ALFRED CASTANEN
	PROJECT:	RESIDENTIAL STREET EVERLAY PROGRAM
	PROJECT AMOUNT:	$1,280,124.99
	COMPLETION DATE	FEBRUARY 2015
5.	OWNER:	CITY OF SANTA FE SPRINGS
	ADDRESS:	11710 TELEGRAPH RD. SANT FE SPRINGS, CA 90670
	PHONE NO.:	(562) 868-0511
	CONTACT:	NOE NEGRETE
	PROJECT:	GRIDLEY RD. PAVEMENT REHAB.
	PROJECT AMOUNT:	$236,904.78
	COMPLETION DATE	MAY 2014

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

6.	OWNER:	CITY OF LA MIRADA
	ADDRESS:	15515 PHOEBE AVE. LA MIRADA, CA 90638
	PHONE NO.:	(562) 943-0131
	CONTACT:	TONY MORENO
	PROJECT:	FOSTER PARK STREET IMPROVEMENTS PHASE 3
	PROJECT AMOUNT:	$650,121.97
	COMPLETION DATE	OCTOBER 2013
7.	OWNER:	CITY OF TUSTIN
	ADDRESS:	300 CENTENNIAL WAY TUSTIN, CA 92780
	PHONE NO.:	(714) 573-3157
	CONTACT:	EDDY JAN
	PROJECT:	ANNUAL ROADWAY AND SIDEWALK REHAB
	PROJECT AMOUNT:	$1,136,251.87
	COMPLETION DATE	NOVEMBER 2013
8.	OWNER:	CITY OF INGLEWOOD
	ADDRESS:	ONE MANCHESTER BLVD INGLEWOOD, CA 90301
	PHONE NO.:	(310) 412-5333
	CONTACT:	HUNTER NGUYEN
	PROJECT:	STREET IMPROVEMENTS FY 2012-13
	PROJECT AMOUNT:	$1,294,140.16
	COMPLETION DATE	JULY 2013
9.	OWNER:	CITY OF LOS ALAMITOS
	ADDRESS:	3191 KATELLA AVE LOS ALAMITOS, CA 90720
	PHONE NO.:	(562) 431-3538
	CONTACT:	DAVE HUNT
	PROJECT:	COMMERCIAL STREET IMPROVEMENT
	PROJECT AMOUNT:	$600,776.30
	COMPLETION DATE	SEPTEMBER 2013
10.	OWNER:	CITY OF CERRITOS
	ADDRESS:	18125 BLOOMFIELD AVE. CERRITOS, CA 90703
	PHONE NO.:	(562) 916-1229
	CONTACT:	FREDY BONILLA
	PROJECT:	183RD STREET IMPROVEMENTS
	PROJECT AMOUNT:	$529,823.96
	COMPLETION DATE	APRIL 2013

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

11.	OWNER:	CITY OF INGLEWOOD
	ADDRESS:	ONE MANCHESTER BLVD INGLEWOOD, CA 90301
	PHONE NO.:	(310) 412-5333
	CONTACT:	HUNTER NGUYEN
	PROJECT:	STREET IMPROVEMENTS FY 2011-12
	PROJECT AMOUNT:	$1,252,355.09
	COMPLETION DATE	OCTOBER 2012
12.	OWNER:	CITY OF UPLAND
	ADDRESS:	1370 NORTH BENSON UPLAND, CA 91786
	PHONE NO.:	(909) 291-2930
	CONTACT:	EDDIE RHEE
	PROJECT:	PINE STREET IMPROVEMENTS
	PROJECT AMOUNT:	$887,749.58
	COMPLETION DATE	DECEMBER 2012
13.	OWNER:	CITY OF ROLLING HILLS ESTATES
	ADDRESS:	4045 PALOS VERDES DRIVE NORTH ROLLING HILLS ESTATES, CA 90274
	PHONE NO.:	(909) 957-0188
	CONTACT:	BARRY KNUTSON
	PROJECT:	HAWTHORNE BLVD IMPROVEMENTS
	PROJECT AMOUNT:	$707,105.69
	COMPLETION DATE	AUGUST 2012
14.	OWNER:	CITY OF LYNWOOD
	ADDRESS:	11330 BULLIS ROAD LYNWOOD, CA 90262
	PHONE NO.:	(310) 800-6904
	CONTACT:	JORGE ROQUE
	PROJECT:	JOSEPHINE STREET IMPROVEMENTS
	PROJECT AMOUNT:	$544,195.19
	COMPLETION DATE	AUGUST 2012
15.	OWNER:	CITY OF MONTCLAIR
	ADDRESS:	5111 BENITO STREET MONTCLAIR, CA 91763
	PHONE NO.:	(909) 721-1760
	CONTACT:	STEVE STANTON
	PROJECT:	VARIOUS INTERSECTION IMPROVEMENTS
	PROJECT AMOUNT:	$389,723.00
	COMPLETION DATE	JULY 2012

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

TO: _____
(Name of Labor Union, Workers Representative, etc.)
SEQUEL CONTRACTORS, INC
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

_____
(City, State, Zip Code)

Project Name: City Wide Street Improv. Project Prop 1B

Project Number: 240-7080-6745
240-7081-6745
~~240-7082-6745~~

Location: Various

The Undersigned currently holds a contract with the City of Cudahy involving funds or credit of the U.S. Government or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but it is not limited to the following:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted at the project site, by the undersigned, in conspicuous places available to employees or applicants for employment.

SEQUEL CONTRACTORS, INC.
(Contractor/Subcontractor)

By: _____
(Signature)

APR 20 2015
(Date)

Thomas S. Pac President
(Title)

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *~~certified~~/~~cashier~~'s check payable to the order of the City of Cudahy for:

10% BIDDER'S BOND Dollars ($_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Cudahy provided this proposal shall be accepted by the City of Cudahy through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

SEQUEL CONTRACTORS, INC
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

Thomas S. Pack President

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORIDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: SEQUEL CONTRACTORS, INC Date: APR 2 0 2015

Address: 13646 Imperial Hwy. Santa Fe Springs, CA 90670

State: _____ Zip Code: _____ Phone No. ( ) (562) 802-7227

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certifications to The City of Cudahy

1) It is understood that each person/entity/firm who applies for a City of Cudahy contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all person/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with The City of Cudahy shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity action on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with The City of Cudahy.

Authorized official:

Name: Thomas S. Pack Title: President

Signature: _____ Date: APR 2 0 2015

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

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

1. Maintain or provide for his/her employees any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregation by explicit directive or are in fact segregated on the basis of race, creed, or national, origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he she/has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: APR 2 0 2015 Project Number: 240-7080-6745 240-7081-6745 240-7082-6745

Company: SEQUEL CONTRACTORS, INC.

Address: 13545 Imperial Hwy. Santa Fe Springs, CA 90670

By:

Title: Thomas S. Pack President

Applicable Contracts and subcontracts of $10K or more; organizations, firms, subcontractors and suppliers shall certify (in the contract) that they maintain non-segregated facilities. Only exceptions to the non-segregated facilities provisions is accees for the disabled.

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder ✓, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: APR 20 2015

Project Number: 240-7080-6745
240-7081-6745
240-7082-6745

Company: SESUEL CONTRACTORS, INC.

Address: 13546 Imperial Hwy.
Santa Fe Springs, CA 90670

By: [signature]

Title: Thomas S. Peck President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

REPORT OF ADDITIONAL CLASSIFICATION AND RATE

TO: City of Cudahy	FROM: SEQUEL CONTRACTORS, INC 13546 Imperial Hwy. Santa Fe Springs, CA 90670

NAME OF PROJECT: Citywide Street Improv. Project Prop 1B

PROJECT NUMBER: 240-7080-6745; 240-7081-6745; 240-7082-6745

LOCATION OF PROJECT: City of Cudahy

DESCRIPTION OF WORK: Street Improvements

IN ORDER TO COMPLETE THE PROJECT IT IS NECESSARY TO ESTABLISH WAGE RATES FOR THE FOLLOWING CLASSFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE
DECISION NO. MODIFICATION NO. DATED

CLASSIFCATION(S)	BASIC HOURLY RATE	FRINGE BENEFIT PAYMENTS
None		

NAME, ADDRESS, AND ZIP CODE OF LABOR ORGANIZATION None

NAME, ADDRESS, AND ZIP CODE OF CONTRACTOR: SEQUEL CONTRACTORS, INC
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE: None

TITLE OF CONTRACTOR'S REPRESENTATIVE: Thomas S. P[illegible] President

- ☐ **Supporting documents attached.**
- ☐ **The interested parties, including the employees or their authorized representative, agree on the classification and wage rate.**
- ☐ **The interested parties, including the employees or their authorized representatives, cannot agree on the proper classification and water rate. A determination of the question by the Secretary of Labor is therefore requested.**
- ☐ **Available information and recommendations are attached.**

☐ **APPROVED**

SIGNATURE OF ISSUING OFFICE REPRESENTATIVE

DATE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

YEAR	2010	2011	2012	2013	2014	CURRENT TOTAL	YEAR 2015
1. No. of contracts	10	11	14	15	15	65	2
2. Total dollar amount of contracts (in thousands of $)	15,700	15,900	6,800	13,100	24,900	76,400	4200
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workday cases	0	0	0	0	0	0	0
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
*6. No of lost workdays	0	0	0	0	0	0	0

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print) SEQUEL CONTRACTORS, INC

Address 13546 Imperial Hwy.

City Santa Fe Springs, CA 90670 Zip Code

Signature Thomas [illegible] President

State Contractors' License. No. & Classification 610600A

Telephone (562) 802-7227

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we Sequel Contractors, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: Ten percent of the total amount of the bid (words) Dollars ($ 10%), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded Sequel Contractors, Inc. for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded Sequel Contractors, Inc., his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 16th day of April 2015.

Sequel Contractors, Inc.

Title President

Travelers Casualty and Surety Company of America

Title Douglas A. Rapp, Attorney in Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

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.

ACKNOWLEDGMENT

State of California
County of Orange)

On 04/16/2015 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)

RRS2 DEBRA SWANSON
COMM. # 1997119
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. NOV 10, 2016 RRS2

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224524

Certificate No. 005949906

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 12th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

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

State of California)
County of LOS ANGELES)

On APR 1 6 2015 before me, Daniel Bustamante, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas E. Pack President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

MMD1 DANIEL BUSTAMANTE MMD1
COMM. #2005801
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires JANUARY 31, 2017

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Item Number

9E

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/ Executive Director
By: Michael Allen, Community Development Director

Subject: **Consideration to Approve a Contract Services Agreement with Excel Paving Company for the Atlantic Avenue Street Improvement Project (Phase I)**

RECOMMENDATION

The City Council is requested to approve a Contract Services Agreement with Excel Paving Company, the lowest responsive bidder, in the amount of $56,125.

BACKGROUND

1. On July 2014, the City, through the Metropolitan Transportation Authority (Metro), programmed the amount of $61,200 from Proposition C for the Atlantic Avenue Street Improvement Project (Phase I).

2. On August 2014, Metro approved the appropriation of $61,200 that was allocated to the City of Cudahy from Proposition C Funds. The monies are to be utilized for improving the City's Principal Arterial (Atlantic Avenue) within three years of allocation.

3. On April 2015, the Engineering Department issued a Notice to Contractors to procure construction services for this project. Project was properly advertised in the newspaper for two consecutive weeks.

4. On April 20, 2015, the City Clerk's Office conducted a bid opening meeting at the City Council Chambers. A total of three bids were received for this project, ranging in cost from $56,125 to $731,600

ANALYSIS

The Engineering Department has evaluated the condition of Atlantic Avenue within its jurisdiction. Atlantic Avenue is a principal arterial in the City of Cudahy and is the main arterial that connects the City with the rest of the Gateway Cities (Bell in the North boundary and South Gate in the South boundary). As a result of this evaluation, it has been determined that this arterial is in need of pavement rehabilitation to prevent infrastructure failures and more costly repairs in the future. The rehabilitation in Phase I consists of cold milling existing asphalt concrete and asphalt concrete overlay at specific damaged areas (repair of alligatored areas and potholes) and crack sealing random existing cracks on asphalt concrete. It also entails the completion of other miscellaneous items, including traffic striping and traffic control, as described in the Project Specifications.

Phase II of the project will include a surface treatment such as slurry seal and it will be part of the City's CIP Projects for FY15/16.

The project has been properly engineered with a field assessment and specifications developed. The project was properly bid and three bids were received ranging in cost from $56,125 to $731,600.

Excel Paving Company submitted a bid proposal in the amount of $56,125 and is the lowest responsive and responsible bidder. Excel Paving Company Department of Industrial Relations (DIR) Registration No. 1000003331 (Per SB 854 Public Works Contractor Registration Program).

CONCLUSION

Approval of the Contract Services Agreement will resolve the repair of the "alligatored areas", and potholes, as well as crack sealing of all existing cracks on the asphalt concrete pavement at several locations within the project limits. In addition, approval of the plan and associated contract will prevent much more costly infrastructure repairs in the future.

Failure to approve the work will expose the City to potential liability for road trip and fall claims, ADA claims, and vehicle, motorcycle, and/or bicycle claims for failure to maintain a safe infrastructure.

FINANCIAL IMPACT

The project has been budgeted in the fiscal year 2014-15 City's Budget. Proposition C monies have been allocated for the specific purpose of improving this principal arterial in the City

(Atlantic Avenue). The project as developed, meets the Proposition C guidelines and the expenditure of the funds deemed appropriate.

ATTACHMENTS

A. Bid Opening Minutes
B. Bid Proposal - Excel Paving Company
C. Contract Services Agreement – Excel Paving Company

BID OPENING MINUTES

Contracting Agency: City of Cudahy
Agency Representative: Victor Ferrer, Deputy City Clerk
Project Name: Atlantic Avenue Street Improvement Project (Phase I)
Project Number: 251-7001-6725
Bid Opening Date: April 20, 2015 Time of Bid Opening: 9:00 AM
Place of Bid Opening: City Hall Chamber

	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1	PALP, INC. DBA EXCEL PAVING COMPANY	Apr. 20, 2015	8:56 a.m.	$56,125.00
2	Medina Construction.	Apr. 20, 2015	8:56 a.m.	$150,224.00
3	JA Salazar Construction & Supply Corp.	Apr. 20, 2015	8:55 a.m.	$731,600
4				
5				
6				
7				

8				
9				
10				

LATE BID SUBMISSION

	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1				
2				
3				

CERTIFICATION

Victor H. Ferrer Deputy City Clerk Witness (Name / Title)	Aaron Hernandez Assistant City Engineer Witness (Name / Title)
Signature	Signature
04/20/2015 Date	04/20/2015 Date

BIDS OPENED BY:

VICTOR FERRER, DEPUTY CITY CLERK AND AARON HERNANDEZ-TORRES, P. E., ASSISTANT CITY ENGINEER

CITY OF CUDAHY

5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
(323) 773-5143 * FAX (323) 771-2072

ADDENDUM # 1

April 15, 2015

Atlantic Avenue Street Improvement Project (Phase I)

PROJECT No. 251-7001-6725/ 253-7086-6725

This Addendum forms a part of the Construction Documents for the above-identified services and modifies the original Project Specifications as noted below. Portions of the Project Specifications not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

Bid Schedule: Part I – 12 and Part I-13

- Replace the current Bid Schedule with the attached Revised Bid Schedule.

Prepared by:

Aaron Hernandez-Torres, P. E, *Assistant City Engineer*

Acknowledgement - We have received Addendum No. 1 and will include an original copy of the acknowledged (signed) addendum to our bid proposal.

Signature: C. P. Brown

Print Name: C.P. BROWN, PRESIDENT

Title: _____

Date: APR 20 2015

PROPOSAL

Summary

Name of Company Submitting Proposal: PALI, INC. DBA EXCEL PAVING COMPANY

Address of Company Submitting Proposal: 2230 LEMON AVENUE LONG BEACH, CA 90806

Telephone Number: (562) 599-5841

Amount of Bid from Bid Schedule: $ 56125.-

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

"Atlantic Avenue Street Improvement Project" (Phase I)

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A certified/cashiers check, properly made payable to the City of Cudahy*, bid bond in favor of the City of Cudahy for** "TEN PERCENT OF AMOUNT BID"

_____ Dollars ($_____)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Cudahy. The face amount of bid bond shall be considered established.

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be just cause for forfeiture of the proposal guaranty, to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, **the bidder will be liable for forfeiture** of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda

This bid is being submitted with the following issued and signed addendum(s).

Number (s) ~~NONE~~ CB3 ONE

Warning – If an addendum as being received or addenda have been issued by the administering agency and not noted above as being received by the bidder, or not acknowledging (certification statement) the aforementioned contract modifications with a signature, this Bid may be rejected.

The undersigned must be licensed in accordance with the laws of the State of California that provide for the registration of Contractors at the time this contract is awarded.

C.P. Brown
Signature (Authorized Contractor Rep)

By C.P. BROWN, PRESIDENT
Print Name (Authorized Contractor Rep)

2230 LEMON AVENUE
Address LONG BEACH, CA 90806

Michele E. Drakulich
Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By MICHELE E. DRAKULICH, ASST. SECRETARY
Print Name of Witness

(562) 599-5841
Company Telephone Number

Title of Witness

STATE LIC. 688659 "A" A, C42, C31 5/31/2016
State License No. (*If available*) Classification License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

Federal Ins Co
Name of Surety

Rapp Sureties
Local Representative

801 S. Figueroa Los Angeles 90017
Address

120 Vantis Ave Aliso Viejo Ca 92656
Address

Telephone Number

949) 540 6770
Telephone Number

Best Key Rating

A++
Grade

XV
Class

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

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

State of California)
County of Los Angeles)

On APR 20 2016 before me, C. Phillips, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared C.P. Brown and Michele E. Drakulich
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.

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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BID SCHEDULE

Contractor's Name PALP INC.DBA EXCEL PAVING COMPANY

Honorable Mayor and City Council
Cudahy, California

Date: APR 20 2015, 2015

In accordance with your public notice calling for bids to be opened at **9:00 A.M. on April 20th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

"Atlantic Avenue Street Improvement Project"
Phase I

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Grind (3 ft minimum width) and cap pave up to 2" in depth with Asphalt Concrete material (C2 PG64-10), roll and compact per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition). Repair of alligatored areas (Randomly distributed along project limits as marked in the field).	24,000	SF	1.30	31 200.-
2	Remove existing AC to sawcuts and install 10" A.C. over compacted native soil at potholes, as marked in the field and as directed by the City Engineer. Repair of potholes (Randomly distributed along project limits).	2,300	SF	2.75	6325.-
3	Apply hot crack seal to all cracks ¼" in width and greater. This work shall include the proper routing and cleaning of all joints and cracks to be sealed, including furnish and install hot pour liquid crack sealer in accordance with these specifications. (Randomly distributed along project limits as marked in the field).	11,500	LF	0.60	6900.-
4	Replace existing Traffic Loops	2	EA	850.-	1700.-
5	Install pavement markers and traffic striping per specs to match existing conditions at those areas affected due to Grind and cap, and pothole repair activity.	1	LS	2700-	2700-
6	SWPPP/WQMP	1	LS	2300-	2300.-
7	Traffic Control per CA MUTCD (Latest Edition)	1	LS	5000-	5000.-
	Total Construction				56125.-

TOTAL BID SCHEDULE IN FIGURE – BASE BID	$ 56125.-
TOTAL BID SCHEDULE IN WORDS Fifty Six thousand one Hundred twenty Five dollars	

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlined in the Scope of Work section of the RFP.

The Atlantic Avenue Street Improvement Project–Phase I will be awarded to the lowest responsive & responsible bidder based upon the amounts as indicated in the "Base Bid"

"Atlantic Avenue Street Improvement Project"
Phase I

Additional/Alternate Items

Item No.	Description	Quantity	Unit	Unit Cost	Total
8	Furnish and Apply Type II Slurry Seal, per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) and these specs	357,000	SF	0.30	107100.-
9	Furnish and Apply Rubberized Slurry Seal, per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) and these specs	357,000	SF	0.55	196350.-
10	Micro milling surface prior to installation of Micro Surfacing for smoothness and ride ability (¼"-3/8") and Furnish and Apply Type II Micro Surface with 3% latex	357,000	SF	1.00	357000.-
11	Painted striping (crosswalks, stops bars, lane striping, legends, arrows, etc) per Caltrans Standard Plan A20A. Includes pavement markers. Project limits. Includes removal & disposal of existing pavement markers & striping	1	LS	60000.-	60000-
12	Thermoplastic striping (crosswalks, stops bars, lane striping legends, arrows, etc) per Caltrans Standard Plan A20A. Includes pavement markers. Project limits. Includes removal & disposal of existing pavement markers & striping	1	LS	30000-	30000-
13	Traffic Control per CA MUTCD (Latest Edition) as required to perform additional/alternate items construction	1	LS	40000-	40000-

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlined in the Scope of Work section of the RFP.

At the City's discretion, Alternate Bid amounts may or may not be added to the Total Base Bid price entered. The owner can choose to include one or more of the alternates in the Total Bid Price for the Project. If any of the Alternate Bids are utilized by the Owner, the resulting amount shall be considered the Total Bid Price for the Project. Contractor is required to submit prices on all additional/ alternate Bid Items.

The bidder is reminded that the drawings as well as the specifications must be reviewed to determine the full scope of each of the above items.

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all of the above figures and understands that the City of Cudahy, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

C.P. Brown	APR 2 0 2015
Contractor's Signature	Date

C.P. BROWN, PRESIDENT

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

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

State of California)
County of Los Angeles)

On APR 20 2015 before me, C. Phillips, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared C. P. Brown
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.

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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LIST OF SUBCONTRACTORS

CONTRACT 2517001 6725 253 7086 6725 NAME OF BIDDER PALP. DIC. INC. EXCEL PAVING COMPANY

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent (1/2 of 1%) or $10,000.00, whichever is greater, of the prime contractor's total bid. **Contractor shall perform a minimum of 30% of the contract.**

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

Required Subcontractor Information

1. Name J&S Striping — Description of Work: Striping
   Address 1544 S. Vineyard Ave
   City Ontario Ca 91761 — Crafts to be Used ~~DIR #~~ 1000006912
   License No. 538211 — CPB
   CPB
   Classification C32 — Contract Amount:
   DBE? Yes (No) — If yes, DBE type: N/A
   Approx Start Date: TBD — Approx End Date: TBD

2. Name Pavement Coatings — Description of Work: Slurry
   Address 10240 San Sevaine
   City Mira Loma Ca 91752 — Crafts to be Used DIR # 1000003302
   License No. ~~303609~~ CA 303609
   Classification A C32 — Contract Amount: $ 89250.-
   DBE? Yes (No) — If yes, DBE type: N/A
   Approx Start Date: TBD — Approx End Date: TBD

3. Name PCI — Description of Work: Striping
   Address 1105 Hill St
   City Long Beach Ca 90806 — Crafts to be Used ~~N/A~~ CA
   License No. 823802 — DIR 1000005687
   Classification C32 C61 — Contract Amount: $ 2500.-
   DBE? Yes (No) — If yes, DBE type:
   Approx Start Date: TBD — Approx End Date: TBD

Required Subcontractor Information

4. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

5. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

6. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

7. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of LOS ANGELES) ss.

C.P. BROWN, being first duly sworn, deposes and says that, he or she is PRESIDENT of PALP, INC. DBA EXCEL PAVING COMPANY, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Atlantic Ave Sr Impr Project Number: 251 7001 6725 / 253 7096 6725

Company: PALP, INC. DBA EXCEL PAVING COMPANY

Address: 2230 LEMON AVENUE
LONG BEACH, CA 90806

Signature: C.P. Brown

Title: C.P. BROWN, PRESIDENT

Date: APR 2 0 2015

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEAL

This _____ day of APR 2 0 2015, 20_____

/s/ Notary Public: C Phillips

My Commission Expires: 10/29/16

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Cudahy

The undersigned certifies that (he/she) (his/her firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. Various Streets Walnut Ave — Daghmeh Imani — 909) 334 3409
   Job Title — Person to Contact — Phone No.
   c/o Chino — 1,313,105 — 10/2014
   City — Contract Amount — Date Completed

2. Roadside Dr — Robert Cortez — 818 597 7329
   Job Title — Person to Contact — Phone No.
   c/o Agoura Hills — 868399 — 8/2014
   City — Contract Amount — Date Completed

3. 12/13 St Rehab — Mark Tresnik — 949) 863 0588
   Job Title — Person to Contact — Phone No.
   c/o Laguna Beach — 1,089,451.- — 1/2015
   City — Contract Amount — Date Completed

4. Annual St Rehab — Mansour Manai — 805 583 6786
   Job Title — Person to Contact — Phone No.
   c/o Simi Valley — 388936 — 6/2014
   City — Contract Amount — Date Completed

5. Central Ave — Samuel Mody — 818) 548 3945
   Job Title — Person to Contact — Phone No.
   c/o Glendale — 7,563,760 — 10/2014
   City — Contract Amount — Date Completed

Signed C.P. Brown Title C.P. BROWN, PRESIDENT

Dated this _____ day of APR 20 2015, 2015

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

TO: Christine Litikan
(Name of Labor Union, Workers Representative, etc.)
2230 LEMON AVENUE
LONG BEACH, CA 90806
(Street Address)

(City, State, Zip Code)

Project Name: Atlantic Ave Sr Imp Project Number: 251 7001 6725/253 7086 6725

Location: _____

The Undersigned currently holds a contract with the City of Cudahy involving funds or credit of the U.S. Government or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but it is not limited to the following:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted at the project site, by the undersigned, in conspicuous places available to employees or applicants for employment.

PALP INC.DBA
EXCEL PAVING COMPANY
(Contractor/Subcontractor)

By: C.P. Brown
(Signature)

APR 2 0 2015
(Date)

C.P. BROWN, PRESIDENT
(Title)

NA

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of Cudahy for:

_____Dollars ($_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Cudahy provided this proposal shall be accepted by the City of Cudahy through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we PALP Inc. dba Excel Paving Company, as Principal, and Federal Insurance Company, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: Ten percent of the total amount of the bid (words) Dollars ($ 10%), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded PALP Inc. dba Excel Paving Company for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded PALP Inc. dba Excel Paving Company, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of April, 2015.

PALP Inc. dba Excel Paving Company

C.P. BROWN, PRESIDENT

Title

Federal Insurance Company

Title

Title Timothy D. Rapp, Attorney in Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

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.

ACKNOWLEDGMENT

State of California
County of Orange)

On April 15, 2015 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Timothy D. 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)

RRS2 THE GREAT SEAL OF THE STATE OF CALIFORNIA DEBRA SWANSON COMM. # 1997119 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2016 RRS2

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 NEW JERSEY

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 15th day of April, 2015

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JULY 15, 1925 WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

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 ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On APR 20 2015 before me, C. Phillips, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared C. P. Brown
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.

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORIDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: PALP, INC. DBA EXCEL PAVING COMPANY Date: APR 2 0 2015

Address: 2230 LEMON AVENUE LONG BEACH, CA 90806

State: _____ Zip Code: _____ Phone No. ( ) (562) 599-5941

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certifications to The City of Cudahy

1) It is understood that each person/entity/firm who applies for a City of Cudahy contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all person/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with The City of Cudahy shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity action on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with The City of Cudahy.

Authorized official:

Name: G.P. BROWN, PRESIDENT Title: _____

Signature: _____ Date: APR 2 0 2015

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

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

1. Maintain or provide for his/her employees any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregation by explicit directive or are in fact segregated on the basis of race, creed, or national, origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he she/has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: APR 2 0 2015 Project Number: 251 7001 6725/253 7086 6725

Company: PALF, INC. DBA EXCEL PAVING COMPANY

Address: 2739 LEMON AVENUE
LONG BEACH, CA 90806

By: C.P. Brown

Title: C.P. BROWN, PRESIDENT

Applicable Contracts and subcontracts of $10K or more; organizations, firms, subcontractors and suppliers shall certify (in the contract) that they maintain non-segregated facilities. Only exceptions to the non-segregated facilities provisions is access for the disabled.

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder ✓, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: APR 2 0 2015 Project Number: 251-7001-6725/253-7086-6725

Company: PALP, INC. DBA EXCEL PAVING COMPANY

Address: 2220 LEMON AVENUE
LONG BEACH, CA 90806

By: C.P. Brown

Title: C.P. BROWN, PRESIDENT

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

To be submitted @ time of award

Union contractor

REPORT OF ADDITIONAL CLASSIFICATION AND RATE

TO:	FROM:

NAME OF PROJECT:

PROJECT NUMBER:

LOCATION OF PROJECT:

DESCRIPTION OF WORK:

IN ORDER TO COMPLETE THE PROJECT IT IS NECESSARY TO ESTABLISH WAGE RATES FOR THE FOLLOWING CLASSFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE
DECISION NO. MODIFICATION NO. DATED

CLASSIFCATION(S)	BASIC HOURLY RATE	FRINGE BENEFIT PAYMENTS

NAME, ADDRESS, AND ZIP CODE OF LABOR ORGANIZATION

NAME, ADDRESS, AND ZIP CODE OF CONTRACTOR:

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE:

TITLE OF CONTRACTOR'S REPRESENTATIVE:

- ☐ **Supporting documents attached.**
- ☐ **The interested parties, including the employees or their authorized representative, agree on the classification and wage rate.**
- ☐ **The interested parties, including the employees or their authorized representatives, cannot agree on the proper classification and water rate. A determination of the question by the Secretary of Labor is therefore requested.**
- ☐ **Available information and recommendations are attached.**

☐ **APPROVED**

SIGNATURE OF ISSUING OFFICE REPRESENTATIVE DATE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

YEAR	2010	2011	2012	2013	2014	CURRENT TOTAL	YEAR
1. No. of contracts	74	90	106	102	120	500	14
2. Total dollar amount of contracts (in thousands of $)	59789	26253	52735	56415	45368	242105	8441
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workday cases	6	6	8	4	3	28	2
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
*6. No of lost workdays	153	528	256	136	187	1318	58

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print) PALP, INC. DBA EXCEL PAVING COMPANY

Address 2230 LEMON AVENUE

City LONG BEACH, CA 90806 Zip Code

Signature C.P. BROWN, PRESIDENT

State Contractors' License. No. & Classification STATE LIC. 688659 "A"

Telephone (562) 599-5841

2015

CONTRACT SERVICES AGREEMENT

(Engagement: Atlantic Avenue Street Improvement Project – Phase 1)
(Parties: The City of Cudahy and PALP, Inc. d/b/a Excel Paving Company)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this _____ day of May, 2015 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and PALP, Inc. d/b/a Excel Paving Company with its principal place of business at 2230 Lemon Avenue, Long Beach CA 90806 (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

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

WHEREAS, City has determined that it requires contract services to provide improvements to Atlantic Avenue; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Cudahy City Council at its Regular Meeting of May 5, 2015, under Agenda Item No._____.

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

I.

PROJECT, SCOPE AND TERM OF SERVICES, CONTRACT BONDS AND COMPENSATION

1. PROJECT: The Parties agree that this Agreement relates to the provision of citywide street improvement services. The work under this Agreement shall consist of cold milling existing asphalt concrete and asphalt concrete overlay. It also entails the removal and replacement of damages sidewalks, driveways, curbs, gutters, and/or cross gutter;

construction of new wheelchair ramps; and completion of other miscellaneous items, including traffic striping , manhole and water & gas valve adjustments and traffic control (hereinafter referred to as the "Project").

2. SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, all exhibits and bid related bid documents, attached and incorporated hereto, Contractor agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Work"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Services." Neither Contractor nor anyone acting on Contractor's behalf shall commence with the performance of the Services until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

3. PROSECUTION OF WORK: The Parties agree as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Services shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event later than forty-five (45) calendar days thereafter (hereinafter, the "Completion Date"). City, in its reasonable discretion, may grant Contractor additional time to complete the work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) Contractor shall have provided City with a written request for additional time no less than fifteen (15) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Contractor has taken to mitigate the need for additional time. The granting of such additional time by City shall in no way entitle Contractor to compensation in excess of the Contract Price, defined below, in so far as the need for additional time is not reasonably attributable to City.

B. Contractor shall perform the Services continuously and with due diligence so as to complete the Services by the Completion Date. Contractor shall cooperate with City and in no manner interfere with the work of City, its employees or other contractors or agents;

C. Contractor shall not claim or be entitled to receive any compensation or damage because of the failure of Contractor or its subcontractors, to have related services or tasks completed in a timely manner;

D. Contractor shall at all times enforce strict discipline and good order among Contractor's employees;

E. Contractor, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. CONTRACT BONDS: Contractor will be required to furnish City with a Faithful Performance Bond and a Payment Bond in the amounts of FIFTY SIX THOUSAND

ONE HUNDRED TWENTY FIVE DOLLARS ($56,125.00) which shall be furnished concurrently with the signing of the contract. The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact the business of insurance in the State of California. Said bonds shall be executed by the surety and Contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

5. COMPENSATION: Contractor's total compensation for the Services under this Agreement may not exceed the sum of FIFTY SIX THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS ($56,125.00) (hereinafter, the "Contract Price"). The Parties agree that the **Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs** and incidental and customary work necessary to competently perform Services as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City of Cudahy and unless such added expenditure is specifically approved in advance and in writing by the City.

6. PAYMENT OF COMPENSATION: City shall compensate Contractor on a monthly basis. At the end of each month during the term of this Agreement, Contractor shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Contractor and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business 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 days 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.

7. EXTRA WORK; COMPENSATION FOR EXTRA WORK: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Contractor shall not undertake nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related tasks set forth in the Scope of Work.

Payments for any Extra Work shall be made to Contractor on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth (30th) day after Contractor notifies City in writing of an increase in the

fee schedule. Fees for Extra Work shall be paid within sixty (60) calendar days of the date Contractor issues an invoice to City for such Extra Work.

8. ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

9. ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services 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 Work, 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

1. CITY'S REPRESENTATIVES: The City hereby designates the City Manager and Community Development Director (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Community Development Director shall be the City's 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. CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates C.P. Brown to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, 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 Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.

3. COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services 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.

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 professional 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 Services to be performed under this Agreement as well as any and all schedules of performance;

E. Contractor shall perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;

F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and

G. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and in their 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 Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

5. LICENSING REQUIREMENTS: Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent. A Class A-C8-C27 State Contractor's License is required for this project.

6. 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 the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

7. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services 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 others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services 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.

8. REMOVAL OF EMPLOYEES OR AGENTS: If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article 4, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.

9. COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with the Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article 4, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statues, codes, rules, regulations or ordinances Contractors pursuant to this Section.

10. SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:

A. Adequate life protection and life-saving equipment and procedures;

B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

11. NON-DISCRIMINATION: In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultants, 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.

12. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or

otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by City in writing.

13. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14. STATE LABOR COMPLIANCE: The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to City, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

B. Pursuant to the provisions of California Labor Code, Sections 1770 et seq., Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

C. As required by Section 1773.1 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

E. Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to Fifty Dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid workers for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of a violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

F. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, Social Security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to this Agreement, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each Contractor shall file a certified copy of the records, with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a

manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. Contractor shall inform the City of the location of the records, including the street address, district and county, and shall, within 5 working days, provide a notice of change of location and address. Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Subsection. In the event that Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the City, forfeit $25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance lies with Contractor.

G. Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

H. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If Contractor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided. Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and Contractor shall not commence work, until Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state

Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, Contractor, in signing this Contract, certifies to City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by Contractor and submitted to the Construction Manager for City's review and records.

I. In accordance with the provisions of Section 1727 of the California Labor Code, City, before making payment to Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by City.

15. WARRANTY AGAINST DEFECTS: Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials. Contractor further warrants that Contractor shall be solely responsible for the correction of any defects and that all work done and good provided shall be fit for the purposes intended.

III.

INSURANCE

1. DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

2. REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

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). Such CGL Coverage shall have minimum limits of no less than One Million Dollars per occurrence for bodily injury, personal injury, property damage, operations, products and

completed operations, and contractual liability. The general aggregate limit of the CGL Coverage ($1,000,000.00) per occurrence shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

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 I (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance Employer's Liability Insurance: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide that there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days' prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

3. 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. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 2010 10 01 or CG 37 10 01.

4. 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.

5. DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its

sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions with respect to City and City's elected or appointed officials, officers, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses**.**

6. NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

7. DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.

8. SEPARATION OF INSUREDS: NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.

9. 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.

10. WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving, or shall be endorsed to waive, any subrogation rights or other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf of Contractor or Contractor's contractors, subcontractors or subconsultants or on

behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

11. 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 of Cudahy. Accordingly, Contractor warrants, represents and agrees that its shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

12. NOTICE OF TERMINATION: All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to City. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

13. FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: (i) order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. City's exercise of any of the foregoing remedies shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's failure to comply with the insurance requirements set forth under this Article.

14. SUBCONTRACTORS INSURANCE COVERAGE: Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such person or entity evidencing their

independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.

15. NO LIMITATION ON LIABILITY: Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article 4 of this Agreement.

IV.

INDEMNIFICATION

1. The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers 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 City and City's elected and appointed officials, officers, employees, agents and volunteers 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.

2. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless, City and City's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "City Indemnities") from and against any and all causes of action, claims, losses, liabilities, obligations, judgments, costs or expenses (including reasonable attorneys' fees and costs of litigation) or damages (collectively "Claims") arising out of Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City Indemnities.

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. 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.

5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees,

agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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.

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

1. TERMINATION WITHOUT CAUSE: City may, by written notice to Contractor, terminate this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

2. DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach (whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants), City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days' prior written notice of termination on the grounds of

breach (a "Breach Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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.

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

1. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Contractor in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Contractor shall require all subcontractors and subcontractor working on behalf of Contractor in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subcontractor as applies to Documents and Data prepared by Contractor in the performance of this Agreement.

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.

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.

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:
PALP Inc., d/b/a Excel Paving Co.
2230 Lemon Avenue
Long Beach, CA 90806
Attn: C.P. Brown
Phone: (562) 599-5841

CITY:
City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5142
Fax: (323) 771-2072

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.

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

6. SUBCONTRACTING: Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

7. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked on by Contractor.

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 there from.

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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 6.16, above.

20. COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of Cudahy and one counterpart shall be delivered to the Community Development Department for day-to-day reference. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF CUDAHY:

By:_____
Jose E. Pulido, City Manager

PALP, Inc., DBA Excel Paving Company:

By:_____

Name:_____

Title:_____

ATTEST:

By:_____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Isabel Birrueta, Assistant City Attorney

Exhibit "A"
(Scope of Work)

(See attached)

CITY OF CUDAHY

5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
(323) 773-5143 * FAX (323) 771-2072

ADDENDUM # 1

April 15, 2015

Atlantic Avenue Street Improvement Project (Phase I)

PROJECT No. 251-7001-6725/ 253-7086-6725

This Addendum forms a part of the Construction Documents for the above-identified services and modifies the original Project Specifications as noted below. Portions of the Project Specifications not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

Bid Schedule: Part I – 12 and Part I-13

- Replace the current Bid Schedule with the attached Revised Bid Schedule.

Prepared by:

Aaron Hernandez-Torres, P. E, *Assistant City Engineer*

Acknowledgement - We have received Addendum No. 1 and will include an original copy of the acknowledged (signed) addendum to our bid proposal.

Signature: C. P. Brown

Print Name: C.P. BROWN, PRESIDENT

Title: _____

Date: APR 20 2015

PROPOSAL

Summary

Name of Company Submitting Proposal: PALI, INC. DBA EXCEL PAVING COMPANY

Address of Company Submitting Proposal: 2230 LEMON AVENUE LONG BEACH, CA 90806

Telephone Number: (562) 599-5841

Amount of Bid from Bid Schedule: $ 56125.-

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for:

"Atlantic Avenue Street Improvement Project" (Phase I)

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A certified/cashiers check, properly made payable to the City of Cudahy*, bid bond in favor of the City of Cudahy for** "TEN PERCENT OF AMOUNT BID"

_____ Dollars ($_____)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Cudahy. The face amount of bid bond shall be considered established.

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be just cause for forfeiture of the proposal guaranty, to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, **the bidder will be liable for forfeiture** of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda

This bid is being submitted with the following issued and signed addendum(s).

Number (s) ~~NONE~~ CB3 ONE

Warning – If an addendum as being received or addenda have been issued by the administering agency and not noted above as being received by the bidder, or not acknowledging (certification statement) the aforementioned contract modifications with a signature, this Bid may be rejected.

The undersigned must be licensed in accordance with the laws of the State of California that provide for the registration of Contractors at the time this contract is awarded.

C.P. Brown
Signature (Authorized Contractor Rep)

By C.P. BROWN, PRESIDENT
Print Name (Authorized Contractor Rep)

2230 LEMON AVENUE
Address LONG BEACH, CA 90806

Michele E. Drakulich
Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By MICHELE E. DRAKULICH, ASST. SECRETARY
Print Name of Witness

(562) 599-5841
Company Telephone Number

Title of Witness

STATE LIC. 688659 "A" A, C42, C31 5/31/2016
State License No. (*If available*) Classification License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

Federal Ins Co
Name of Surety

Rapp Sureties
Local Representative

801 S. Figueroa Los Angeles 90017
Address

120 Vantis Ave Aliso Viejo Ca 92656
Address

Telephone Number

949) 540 6770
Telephone Number

Best Key Rating

A++
Grade

XV
Class

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

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

State of California)
County of Los Angeles)

On APR 20 2016 before me, C. Phillips, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared C.P. Brown and Michele E. Drakulich
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.

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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BID SCHEDULE

Contractor's Name PALP INC.DBA EXCEL PAVING COMPANY

Honorable Mayor and City Council
Cudahy, California

Date: APR 20 2015, 2015

In accordance with your public notice calling for bids to be opened at **9:00 A.M. on April 20th of 2015** for the above named project, the undersigned declares that he has carefully examined Plans and Specifications for this project, read Notice to Contractors, and is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

"Atlantic Avenue Street Improvement Project"
Phase I

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Grind (3 ft minimum width) and cap pave up to 2" in depth with Asphalt Concrete material (C2 PG64-10), roll and compact per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition). Repair of alligatored areas (Randomly distributed along project limits as marked in the field).	24,000	SF	1.30	31 200.-
2	Remove existing AC to sawcuts and install 10" A.C. over compacted native soil at potholes, as marked in the field and as directed by the City Engineer. Repair of potholes (Randomly distributed along project limits).	2,300	SF	2.75	6325.-
3	Apply hot crack seal to all cracks ¼" in width and greater. This work shall include the proper routing and cleaning of all joints and cracks to be sealed, including furnish and install hot pour liquid crack sealer in accordance with these specifications. (Randomly distributed along project limits as marked in the field).	11,500	LF	0.60	6900.-
4	Replace existing Traffic Loops	2	EA	850.-	1700.-
5	Install pavement markers and traffic striping per specs to match existing conditions at those areas affected due to Grind and cap, and pothole repair activity.	1	LS	2700-	2700-
6	SWPPP/WQMP	1	LS	2300-	2300.-
7	Traffic Control per CA MUTCD (Latest Edition)	1	LS	5000-	5000.-
	Total Construction				56125.-

TOTAL BID SCHEDULE IN FIGURE – BASE BID	$ 56125.-
TOTAL BID SCHEDULE IN WORDS Fifty Six thousand one Hundred twenty Five dollars	

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlined in the Scope of Work section of the RFP.

The Atlantic Avenue Street Improvement Project–Phase I will be awarded to the lowest responsive & responsible bidder based upon the amounts as indicated in the "Base Bid"

"Atlantic Avenue Street Improvement Project"
Phase I

Additional/Alternate Items

Item No.	Description	Quantity	Unit	Unit Cost	Total
8	Furnish and Apply Type II Slurry Seal, per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) and these specs	357,000	SF	0.30	107100.-
9	Furnish and Apply Rubberized Slurry Seal, per Standard Plans and Specifications for Public Works Construction SPPWC (Greenbook Latest Edition) and these specs	357,000	SF	0.55	196350.-
10	Micro milling surface prior to installation of Micro Surfacing for smoothness and ride ability (¼"-3/8") and Furnish and Apply Type II Micro Surface with 3% latex	357,000	SF	1.00	357000.-
11	Painted striping (crosswalks, stops bars, lane striping, legends, arrows, etc) per Caltrans Standard Plan A20A. Includes pavement markers. Project limits. Includes removal & disposal of existing pavement markers & striping	1	LS	60000.-	60000-
12	Thermoplastic striping (crosswalks, stops bars, lane striping legends, arrows, etc) per Caltrans Standard Plan A20A. Includes pavement markers. Project limits. Includes removal & disposal of existing pavement markers & striping	1	LS	30000-	30000-
13	Traffic Control per CA MUTCD (Latest Edition) as required to perform additional/alternate items construction	1	LS	40000-	40000-

Prices shall include all mobilization, labor, machine/equipment, disposal, demobilization, incidentals, and other services as outlined in the Scope of Work section of the RFP.

At the City's discretion, Alternate Bid amounts may or may not be added to the Total Base Bid price entered. The owner can choose to include one or more of the alternates in the Total Bid Price for the Project. If any of the Alternate Bids are utilized by the Owner, the resulting amount shall be considered the Total Bid Price for the Project. Contractor is required to submit prices on all additional/ alternate Bid Items.

The bidder is reminded that the drawings as well as the specifications must be reviewed to determine the full scope of each of the above items.

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all of the above figures and understands that the City of Cudahy, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

C.P. Brown	APR 2 0 2015
Contractor's Signature	Date

C.P. BROWN, PRESIDENT

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

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

State of California)
County of Los Angeles)

On APR 20 2015 before me, C. Phillips, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared C. P. Brown
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.

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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LIST OF SUBCONTRACTORS

CONTRACT 2517001 6725 253 7086 6725 NAME OF BIDDER PALP. DIC. INC. EXCEL PAVING COMPANY

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent (1/2 of 1%) or $10,000.00, whichever is greater, of the prime contractor's total bid. **Contractor shall perform a minimum of 30% of the contract.**

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

Required Subcontractor Information

1. Name J&S Striping — Description of Work: Striping
   Address 1544 S. Vineyard Ave
   City Ontario Ca 91761 — Crafts to be Used ~~DIR #~~ 1000006912
   License No. 538211 — CPB
   CPB
   Classification C32 — Contract Amount:
   DBE? Yes (No) — If yes, DBE type: N/A
   Approx Start Date: TBD — Approx End Date: TBD

2. Name Pavement Coatings — Description of Work: Slurry
   Address 10240 San Sevaine
   City Mira Loma Ca 91752 — Crafts to be Used DIR # 1000003302
   License No. ~~303609~~ CA 303609
   Classification A C32 — Contract Amount: $ 89250.-
   DBE? Yes (No) — If yes, DBE type: N/A
   Approx Start Date: TBD — Approx End Date: TBD

3. Name PCI — Description of Work: Striping
   Address 1105 Hill St
   City Long Beach Ca 90806 — Crafts to be Used ~~N/A~~ CA
   License No. 823802 — DIR 1000005687
   Classification C32 C61 — Contract Amount: $ 2500.-
   DBE? Yes (No) — If yes, DBE type:
   Approx Start Date: TBD — Approx End Date: TBD

Required Subcontractor Information

4. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

5. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

6. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

7. Name_____ Description of Work:_____

Address_____ _____

City_____ Crafts to be Used_____

License No._____ _____

Classification_____ Contract Amount:_____

DBE? Yes No If yes, DBE type:_____

Approx Start Date:_____ Approx End Date:_____

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of LOS ANGELES) ss.

C.P. BROWN, being first duly sworn, deposes and says that, he or she is PRESIDENT of PALP, INC. DBA EXCEL PAVING COMPANY, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Atlantic Ave Sr Impr Project Number: 251 7001 6725 / 253 7096 6725

Company: PALP, INC. DBA EXCEL PAVING COMPANY

Address: 2230 LEMON AVENUE
LONG BEACH, CA 90806

Signature: C.P. Brown

Title: C.P. BROWN, PRESIDENT

Date: APR 2 0 2015

SWORN TO AND SUBSCRIBED TO BEFORE ME

SEAL

This _____ day of APR 2 0 2015, 20_____

/s/ Notary Public: C Phillips

My Commission Expires: 10/29/16

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Cudahy

The undersigned certifies that (he/she) (his/her firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. Various Streets Walnut Ave — Daghmeh Imani — 909) 334 3409
   Job Title — Person to Contact — Phone No.
   c/o Chino — 1,313,105 — 10/2014
   City — Contract Amount — Date Completed

2. Roadside Dr — Robert Cortez — 818 597 7329
   Job Title — Person to Contact — Phone No.
   c/o Agoura Hills — 868399 — 8/2014
   City — Contract Amount — Date Completed

3. 12/13 St Rehab — Mark Tresnik — 949) 863 0588
   Job Title — Person to Contact — Phone No.
   c/o Laguna Beach — 1,089,451.- — 1/2015
   City — Contract Amount — Date Completed

4. Annual St Rehab — Mansour Manai — 805 583 6786
   Job Title — Person to Contact — Phone No.
   c/o Simi Valley — 388936 — 6/2014
   City — Contract Amount — Date Completed

5. Central Ave — Samuel Mody — 818) 548 3945
   Job Title — Person to Contact — Phone No.
   c/o Glendale — 7,563,760 — 10/2014
   City — Contract Amount — Date Completed

Signed C.P. Brown Title C.P. BROWN, PRESIDENT

Dated this _____ day of APR 20 2015, 2015

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

TO: Christine Litikan
(Name of Labor Union, Workers Representative, etc.)
2230 LEMON AVENUE
LONG BEACH, CA 90806
(Street Address)

(City, State, Zip Code)

Project Name: Atlantic Ave Sr Imp Project Number: 251 7001 6725/253 7086 6725

Location: _____

The Undersigned currently holds a contract with the City of Cudahy involving funds or credit of the U.S. Government or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but it is not limited to the following:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted at the project site, by the undersigned, in conspicuous places available to employees or applicants for employment.

PALP INC.DBA
EXCEL PAVING COMPANY
(Contractor/Subcontractor)

By: C.P. Brown
(Signature)

APR 2 0 2015
(Date)

C.P. BROWN, PRESIDENT
(Title)

NA

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of Cudahy for:

_____Dollars ($_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Cudahy provided this proposal shall be accepted by the City of Cudahy through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we PALP Inc. dba Excel Paving Company, as Principal, and Federal Insurance Company, as Surety, are held and firmly bound unto the City of Cudahy in the sum of: Ten percent of the total amount of the bid (words) Dollars ($ 10%), to be paid to the City of Cudahy, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded PALP Inc. dba Excel Paving Company for the project represented by these documents in strict accordance with the Specifications on file at the office of the City of Cudahy is accepted by the City of Cudahy through action of its legally constituted contracting authorities and if the above bonded PALP Inc. dba Excel Paving Company, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Cudahy that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of April, 2015.

PALP Inc. dba Excel Paving Company

C.P. BROWN, PRESIDENT

Title

Federal Insurance Company

Title

Title Timothy D. Rapp, Attorney in Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Cudahy may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Cudahy are not in any way reduced by use of the Surety Company's printed standard form.

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.

ACKNOWLEDGMENT

State of California
County of Orange)

On April 15, 2015 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Timothy D. 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)

RRS2 THE GREAT SEAL OF THE STATE OF CALIFORNIA DEBRA SWANSON COMM. # 1997119 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2016 RRS2

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 NEW JERSEY

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 15th day of April, 2015

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JULY 15, 1925 WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

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 ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On APR 20 2015 before me, C. Phillips, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared C. P. Brown
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.

C. PHILLIPS
COMM. #1996177
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct. 29, 2016
FRS3

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORIDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: PALP, INC. DBA EXCEL PAVING COMPANY Date: APR 2 0 2015

Address: 2230 LEMON AVENUE LONG BEACH, CA 90806

State: _____ Zip Code: _____ Phone No. ( ) (562) 599-5941

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certifications to The City of Cudahy

1) It is understood that each person/entity/firm who applies for a City of Cudahy contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all person/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with The City of Cudahy shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity action on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with The City of Cudahy.

Authorized official:

Name: G.P. BROWN, PRESIDENT Title: _____

Signature: _____ Date: APR 2 0 2015

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

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

1. Maintain or provide for his/her employees any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregation by explicit directive or are in fact segregated on the basis of race, creed, or national, origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he she/has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: APR 2 0 2015 Project Number: 251 7001 6725/253 7086 6725

Company: PALF, INC. DBA EXCEL PAVING COMPANY

Address: 2739 LEMON AVENUE
LONG BEACH, CA 90806

By: C.P. Brown

Title: C.P. BROWN, PRESIDENT

Applicable Contracts and subcontracts of $10K or more; organizations, firms, subcontractors and suppliers shall certify (in the contract) that they maintain non-segregated facilities. Only exceptions to the non-segregated facilities provisions is access for the disabled.

CERTIFICATION
WITH REGARD TO THE PERFOMANCE OF PREVIOUS CONTRACTS
OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND
THE FILING OF REQUIRED REPORTS

The bidder ✓, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: APR 2 0 2015 Project Number: 251-7001-6725/253-7086-6725

Company: PALP, INC. DBA EXCEL PAVING COMPANY

Address: 2220 LEMON AVENUE
LONG BEACH, CA 90806

By: C.P. Brown

Title: C.P. BROWN, PRESIDENT

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors only in connections with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontracts subject to the Executive Orders and have not filed the required reports should note that 40 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

To be submitted @ time of award

Union contractor

REPORT OF ADDITIONAL CLASSIFICATION AND RATE

TO:	FROM:

NAME OF PROJECT:

PROJECT NUMBER:

LOCATION OF PROJECT:

DESCRIPTION OF WORK:

IN ORDER TO COMPLETE THE PROJECT IT IS NECESSARY TO ESTABLISH WAGE RATES FOR THE FOLLOWING CLASSFICATIONS NOT INCLUDED IN THE U.S. DEPARTMENT OF LABOR WAGE
DECISION NO. MODIFICATION NO. DATED

CLASSIFCATION(S)	BASIC HOURLY RATE	FRINGE BENEFIT PAYMENTS

NAME, ADDRESS, AND ZIP CODE OF LABOR ORGANIZATION

NAME, ADDRESS, AND ZIP CODE OF CONTRACTOR:

TITLE OF LABOR ORGANIZATION'S REPRESENTATIVE:

TITLE OF CONTRACTOR'S REPRESENTATIVE:

- ☐ **Supporting documents attached.**
- ☐ **The interested parties, including the employees or their authorized representative, agree on the classification and wage rate.**
- ☐ **The interested parties, including the employees or their authorized representatives, cannot agree on the proper classification and water rate. A determination of the question by the Secretary of Labor is therefore requested.**
- ☐ **Available information and recommendations are attached.**

☐ **APPROVED**

SIGNATURE OF ISSUING OFFICE REPRESENTATIVE DATE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5-Calendar Years Prior to Current Year

YEAR	2010	2011	2012	2013	2014	CURRENT TOTAL	YEAR
1. No. of contracts	74	90	106	102	120	500	14
2. Total dollar amount of contracts (in thousands of $)	59789	26253	52735	56415	45368	242105	8441
*3. No. of fatalities	0	0	0	0	0	0	0
*4. No. of lost workday cases	6	6	8	4	3	28	2
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
*6. No of lost workdays	153	528	256	136	187	1318	58

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print) PALP, INC. DBA EXCEL PAVING COMPANY

Address 2230 LEMON AVENUE

City LONG BEACH, CA 90806 Zip Code

Signature C.P. BROWN, PRESIDENT

State Contractors' License. No. & Classification STATE LIC. 688659 "A"

Telephone (562) 599-5841

Item Number
9F

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Isabel Birrueta, Assistant City Attorney

Subject: **Consideration to Adopt Resolution No. 15-18, Regarding Endorsement of El Super Boycott and Approve a Letter of Support Pertaining to the Boycott**

RECOMMENDATION

The City Council is requested to:

1. Adopt Resolution No. 15-18, endorsing the boycott of El Super markets; and

2. Approve the letter addressed to Carlos A. Smith, President and CEO of Bodega Latina Corp., endorsing the boycott of El Super.

BACKGROUND

On April 21, 2015, during the Council Discussion section of a regular City Council meeting, Councilman Garcia informed the community of the boycott of El Super markets. The Council gave the City Attorney direction to prepare a resolution endorsing the boycott to be presented for approval in the May 5, 2015 City Council meeting.

ANALYSIS

There are 49 El Super markets locations and 43 markets are located in California. El Super is managed by Bodega Latina Corp., based in Paramount, CA. The nearest El Super market is located in South Gate, CA. El Super employs approximately 400 Cudahy residents.

Southern California United Food and Commercial Workers (UFCW) Union locals 324, 770, 1428 and 1167 represent approximately 575 El Super workers employed at seven locations, which were covered under a collective bargaining agreement that expired on September 27, 2013. After multiple attempts to address proposals from the workers, the workers felt that El Super kept returning to the bargaining table without new proposals that addressed the

workers' concerns. Since the workers voted to retain the UFCW and asked El Super to return to the bargaining table, El Super has continued to ignore the request. Due to the aforementioned, the UFCW called for a consumer boycott of El Super.

The City believes in the creation of good jobs in our communities that provide living wages, adequate paid sick leave, seniority protections, and enough guaranteed hours so full-time workers can earn enough to support their families.

CONCLUSION

If the Council approves staff's recommendation, the City Clerk's Office will gather/obtain the necessary signatures on the letter support and deliver the letter along with a copy of Resolution No. 15-18 to Mr. Carlos A. Smith, President and CEO of Bodega Latina Corp.

FINANCIAL IMPACT

Staff does not anticipate a financial impact.

ATTACHMENTS

A. Resolution No. 15-18
B. Letter of Support

RESOLUTION NO. 15 - 18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY REGARDING ENDORSEMENT OF EL SUPER BOYCOTT

WHEREAS, United Food and Commercial Workers (UFCW) represents hundreds of employees at El Super stores throughout Southern California, including 400 who reside within Cudahy City boundaries and

WHEREAS, The UFCW has called a consumer boycott of El Super markets due to El Super's obstacle to negotiate a fair contract for these workers; and

WHEREAS, El Super employs low-wage and predominantly Latino workers from different communities who have been working without a fair union agreement Since September 2013; and

WHEREAS, El Super workers are fighting for good jobs in our community, seeking adequate paid sick leave, seniority rights, 40-hour work-weeks for full-time employees, and a fair wage; and

WHEREAS, El Super implemented its "last, best, and final offer" without fulfilling its bargaining obligations, and workers told them it was unacceptable by voting overwhelmingly to reject it and authorizing their union to call a strike if necessary; and

WHEREAS, On December 12, 2014, El Super workers voted overwhelmingly – by a more than 3-1 majority – in favor of continued UFCW representation; and

WHEREAS, After the recertification vote, the union promptly sent a letter to the company asking for them to return to the bargaining table; and

WHEREAS, El Super denied the request to meet its legal bargaining obligations; and

WHEREAS, Fermin Rodriguez, a cashier with nine years of quality service with the company and who was an outspoken supporter of the El Super workers' both at the bargaining table and on the picket line was recently terminated by the employer for his statements in support of his fellow workers;

WHEARES, It's unfortunate to learn that Mr. Fermin Rodriguez has lost his job and we ask that El Super reconsider their actions and provide his employment back, and

WHEREAS, Community Groups, including the East LA Community Corp, Pueblo y Salud, Strategic Action for a Just Economy, and Strategic Concepts in Organizing and Policy Education have endorsed the UFCW's boycott, as they found that El Super is disrespectful to its workforce.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cudahy as follows:

SECTION 1. The City of Cudahy City Council endorses the call for a consumer boycott of El Super markets.

SECTION 2. The City of Cudahy City Council supports the creation of good jobs in our communities that provide living wages, adequate paid sick leave, seniority protections, and enough guaranteed hours so full-time workers can earn enough to support their families.

SECTION 3. The City of Cudahy City Council calls upon El Super to return to the bargaining table and enter into an agreement.

SECTION 4. The City of Cudahy City Council calls upon El Super markets to maintain the highest standards with respect to the cleanliness and maintenance of their facilities in the interest of this community's public health.

SECTION 5. The City of Cudahy City Council pledges to honor the boycott lines

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this **5th day of May, 2015**.

_____
Cristian Markovich, Mayor

ATTEST:

_____
Victor H. Ferrer,
Deputy City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta, Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Victor H. Ferrer, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 15-18 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 5th day of May, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Victor H. Ferrer,
Deputy City Clerk

May 5, 2015

Carlos A. Smith
President & CEO
Bodega Latina Corp. dba El Super
14601b Lakewood Ave.
Paramount, California 90272

Re: Endorsement of El Super Boycott

Dear Mr. Smith:

I am writing you on behalf of my constituents in the City of Cudahy. Cudahy residents live, work, and shop in areas served by El Super stores. Many of them have historically shopped at El Super on a regular basis. At this time, however, my office pledges its full support of the call by UFCW and the Los Angeles County Federation of Labor to boycott El Super markets.

I am very upset to learn that unionized El Super workers continue to work without a fair, new contract – more than a year after their previous agreement with El Super expired. Your company's lack of respect for the hard working people who are primarily responsible for El Super's success is unconscionable.

It has come to my attention that despite their overwhelming vote in favor of recertifying the UFCW at the seven unionized El Super stores, your company has not agreed to return to the bargaining table. I cannot understand why you would turn your back on the workers when the Union and its members are willing to work with you to reach a fair contract.

We were on January 8th of this year that El Super fired Fermin Rodriguez. Mr. Rodriguez worked without incident as a cashier at El Super for more than nine years. He was active with the union and a member of the El Super worker negotiating committee. He often gave voice to workers concerns when speaking to the press or the community. He is a dedicated employee. His actions were intended to improve the working conditions of his co-workers and make El Super a company at which workers can serve with dignity. This is his legal right. Terminating Mr. Rodriguez for his actions in this regard could only have been intended to silence him and his fellow workers. This is not how we expect companies to do business in Los Angeles County or the City of Cudahy. We urge you to review the facts and return Mr. Rodriguez to his position immediately.

Rest assured that my office will remain in close contact with El Super workers and their representatives throughout their struggle for respect and fair contract. We will urge our friends and allies in the region to honor the El Super boycott.

Should you have any questions or if my office can assist in bringing about a peaceful resolution to this lengthy and unnecessary dispute, please do not hesitate to contact me. We look forward to patronizing El Super markets after your company's workers receive the fair treatment they deserve.

Very Truly Yours,

Cristian Markovich
Mayor

Item Number
9G

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager
Michael Allen, Acting Director of Community Services
Victor Maria Santiago, Administrative Assistant

Subject: **Consideration to Co-Sponsor an Event with the Wood Craft Rangers for a Health Fair**

RECOMMENDATION

The City Council is requested to co-sponsor a health fair with the Wood Craft Rangers Saturday May 16 from 7:00 a.m. to 3:00 p.m. to be held at Lugo Park located at 7810 Otis Avenue, Cudahy, CA 90201.

BACKGROUND

1. On April 1, 2015, a representative from the Wood Craft Rangers (i.e., Site Coordinator Jonathan A. Sanabria) requested through the City Clerk's Office the use of Lugo Park Field to hold a health fair in May.

2. On April 9, 2015, Jonathan A. Sanabria delivered the facility use agreement along with the Certificate of Insurance, the appropriate endorsement, and a copy of their non-profit statues 501(c)(3) to Administrative Assistant Victor Maria Santiago.

3. On April 21, 2015, during a City Council meeting, the Council gave staff direction to prepare a staff report pertaining to the Wood Craft Rangers using Lugo Park.

ANALYSIS

The Wood Craft Rangers bring a great service to the residents of the City of Cudahy. In particular the youth in the community. They engage the youth by providing their very successful afterschool program along with their summer learning camp. They also work hard to include academics in all facets of their work. Most importantly, the residents will to do this

in a safe place with friends, while having fun. The event is tentative in the City's schedule contingent of course to the decision of the City Council's approval.

As per Resolution No. 14-52 Section 1, Organizations that are tax-exempt under section 501 (c)(3) of the internal revenue code (hereafter, "Non-profits"), shall be assessed reduced fees for use of City Facilities.

Section 2 of Resolution No. 14-52 states that the City shall elect to sponsor or co-sponsor an event at one of the facilities, and waive the corresponding fees with the exception of the corresponding deposit to attendees or organization.

The following services will be included in the Wood Craft Rangers health fair:

- Soccer, Flag Football, and Parachute Drills
- Face Painting
- Cheer Performance, and a Zumba Demonstration

The following vendors will be at the event (All vendors will be donating their services, vendors are not allowed to sell):

- Jamba Juice
- Planet Fitness
- Gage Community Clinic

Staff has reviewed and evaluated the services Wood Craft Rangers will provide, and have concluded that the health fair will positively impact the community.

CONCLUSION

If Council approves the agreement and decides to co-sponsor the event, the health fair will generate a positive response from the community.

If the City Council denies, no further action will be taken.

FINANCIAL IMPACT

Staff estimates the financial impact to the City will be approximately $300.00. It includes compensation for two part time workers for general supervision of the event, and one City Inspector to review the event, approve stage and staking of canopies.

ATTACHMENTS

A. Facility Use Agreement
B. Insurance for the event with the proper endorsement
C. Internal Revenue Service 501(c)(3)

CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

FACILITY USE AGREEMENT

It is the City of Cudahy's desire that all patrons who periodically use a City of Cudahy building, room, land, auditorium, gymnasium, arena, stadium, field, or other City of Cudahy property ("Facility") are able to enjoy the Facility. This agreement has been set in place to achieve this goal.

The Person signing this agreement and the organization on whose behalf the Facility rental is being made (Collectively the "Renter") are responsible for compliance with this agreement. All renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility Lugo Park

Address/Area/Location of Facility 7810 Otis Ave., Cudahy, CA 90201

2. RENTER INFORMATION

Contact Name Jonathan A Sanabria

Organization Woodcraft Rangers

Tel.: Home 323-203-7338

Work

Address, City, State, Zip 330 E. 2nd St., Los Angeles, CA 90012

3. EVENT INFORMATION

Description of Event Health Fair

Will minors be present? Yes No

Admission fee charged? Yes No

Will There be music? Yes No

Date of Event 05/16/2015

Type of Music Zumba

Estimate Attendance 150-250

Will food be served? Yes No

Time event begins (incl. set up) 7:00am

Will food be sold? Yes No

Time event ends (incl. clean up) 3:00 pm

Open to the public? Yes No

4. CONDITIONS OF USE

A. RESERVATIONS

1. Renters desirous of a facility should make reservations well in advance of the intended date of use because demand of facilities is high and dates fill quickly.

2. A Facility is not considered rented until (1) renter delivers to the City of Cudahy the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and license, and any other items deemed necessary by the City of Cudahy; and (2) the City of Cudahy, in its sole discretion, approves such rental in writing.

3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign the agreement.

4. Renter shall provide a single contact who is to serve as the representative for Renters activities.

5. Renter shall be responsible for securing all required permits and licenses.

6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.

7. Renter shall not use the City of Cudahy's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Cudahy Manager or his/her designee. Renters publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

8. Renter shall permit any city of Cudahy offices, employees, or agents to visit the event described in this agreement.

9. Under no circumstances shall renter sublease or allow any other organization or Individual to use the facility for the period for which renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Cudahy.

B. FEES

1. The City of Cudahy may require a rental fee and/or deposit from the renter.

2. Any person or agency holding a reservation for the use of City of Cudahy facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the facility.

3. The City of Cudahy may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.

4. Non-Profits can rent the location free of cost if the group meets certain requirements set forth by the City Council through resolution #14-52.(to request copy of the resolution please contact the City Clerk)

B. FEES (Continued)

4. In the event the facility is left damaged, renter shall be charged for any and all janitorial and /or repair fees incurred by the City of Cudahy as a result of same and these fees shall be billed to renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Cudahy, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and /or arising out of or in any way connected with renter's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Cudahy, its officers, employees, or agents.

2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with renters use or occupancy of the City of Cudahy facilities and adjoining property in the amount of $1,000,00 (one million dollars) per occurrence. Such insurance shall name the City of Cudahy, its officers, employees, and agents as additional insureds prior to the rental of the facility. Renter shall file certificates of such insurance with the City of Cudahy, which shall be endorsed to provide thirty (30) days notice to the City of Cudahy of cancellation or any change of coverage or limits. If a copy of the insurance certificates is not on file prior to the event, the City of Cudahy may deny access to the facility.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with renter's use or occupancy of the City of Cudahy facilities and adjoining property to the City of Cudahy manager or his/her designee, in writing and as soon as practicable.

4. Renter waives any right to recovery against the City of Cudahy, its officers, employees and agents for fires, floods, earthquakes, civil disturbance regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of god" to the City of Cudahy, its officers, employees, or agents.

5. Renter waives any right of recovery against the City of Cudahy, its officers, employees and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with renters use or occupancy of the facility and adjoining property, even if the City of Cudahy, its officers, employees, or agents seek recovery against renter.

E. SET UP / CLEAN UP /DECORATIONS

1. Renters, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the facility.

E. SET UP / CLEAN UP /DECORATIONS (Continued)

2. Renter shall not prepare or decorate the facility prior to the event start time, unless renter provides rental fees, deposits, and insurance for the time of the preparation and /or decorations.

3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein.

4. Renter shall be responsible for all clean up of the facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any , in good working condition.

5. Renter shall not store any equipment or materials at the facility or adjoining property without the prior written approval of the City of Cudahy Manager or his/her designee.

6. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, renters shall be charged for any and all janitorial and/or repair fees incurred by the City of Cudahy as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Cudahy property outside of the facility for any reason without the prior written approval of the City of Cudahy Manager or his/her designee.

2. Renter shall not use City of Cudahy equipment, tools, or furnishings located in or about the facility without prior written approval of the City of Cudahy manager or his/her designee.

3. Renter shall not drive motorized vehicles on field or green space.

4. The City of Cudahy does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renters, at its own cost, may bring these systems into the facility for their use.

5. Renter shall secure the approval of the City of Cudahy before using audio/visual systems, public address systems, and live or recorded amplified music. Renters shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Cudahy managers or his/her designee.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.

G. MISCELLANEOUS (Continued)

Rental Procedure

Contact the Rental Coordinator at (323) 773-5143 or vsantiago@cityofcudahyca.gov to see if the date you prefer is available. If the date is available please obtain all proper paperwork at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201

- Read the general Rental Information.
- Read the Conditions of Use and Care of the Facility Agreement
- Obtain the Certificate of Insurance
- Pick-Up application forms:
  Rental Application

Application forms have to be filled out in person.

☐ Completed Application

☐ Hold Harmless Agreement

☐ Certificate of Insurance

☐ Deposit check/Money order/Cash

One Day prior to event:

- Renter will provided the Facility Coordinator with a set up time. Set up is 2 hours, and will run consecutively, Set up can start as early as 5:00pm to as late as 9:00pm.

On the day of the event:

- Staff will be at the facility 15 minutes prior to schedule start of event. Representative who rented the location must be present at the start of event.

After the event, the renter will:

- Cleanup and remove all decorations and equipment.
- Remove the trash (please put in dumpster).

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.

3. Gambling of any kind is not permitted at the facility.

4. Smoking is not permitted at the facility.

5. No animals are permitted at the facility, with the exceptions of guide dogs.

6. If renter violates any part of this agreement or reports false information to the City of Cudahy, the City of Cudahy may refuse renter further use of the facility and renter shall forfeit a portion of or all for the rental fee and/or deposit.

7. The City of Cudahy may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

8. Any person aggrieved by the City of Cudahy's decision with respect to this agreement may appeal to the City of Cudahy manager or his/her designee in writing no later than five (5) days after the City of Cudahy decision has been communicated to the aggrieved party.

9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorize agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

_____ Signature	330 E. 2nd St., Los Angeles, CA 90012 Address
Jonathan A Sanabria Print Name	323-203-7338 Telephone: Cell
Woodcraft Rangers Organization	213-276-3078 Telephone: Work

[AGENCY] USE ONLY

Rental fee_____	Total Paid_____
Deposit_____	Deposit returned_____

WOODRAN-03 DESU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2015

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

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

PRODUCER (805) 965-0071
Brown & Brown Insurance
License # 0D04053
P.O. Box 61010
Santa Barbara, CA 93160-1010

CONTACT NAME: Sid Friedman
PHONE (A/C, No, Ext): (805) 690-2673 FAX (A/C, No): (805) 690-2773
E-MAIL ADDRESS: sfriedman@bbofcal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits Insurance Alliance of California	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Woodcraft Rangers
340 E 2nd Street Suite 200
Los Angeles, CA 90012

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	201419379NPO	6/30/2014	6/30/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			201419379NPO	6/30/2014	6/30/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			201419379UMBNPO	6/30/2014	6/30/2015	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			201419379NPO	6/30/2014	6/30/2015	Each Occurrence	1,000,000
A	Professional Liability			201419379NPO	6/30/2014	6/30/2015	Aggregate	1,000,000

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

RE: Health Fair event to be held May 16, 2015 at 7810 Otis Ave., Cudahy, CA 90201
Lugo Park City of Cudahy, its officers, employees and agents are included as Additional Insured under the General Liability per the attached form CG2026 0704. Waiver of Subrogation applies to the General Liability per the attached form NIAC-E26 1014.

CERTIFICATE HOLDER

City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susana DeRobles

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

© ISO Properties, Inc., 2004

NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

City of Cudahy, its officers, employees and agents

WOODRAN-03 DESU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2015

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

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

PRODUCER (805) 965-0071
Brown & Brown Insurance
License # 0D04053
P.O. Box 61010
Santa Barbara, CA 93160-1010

CONTACT NAME: Sid Friedman
PHONE (A/C, No, Ext): (805) 690-2673 FAX (A/C, No): (805) 690-2773
E-MAIL ADDRESS: sfriedman@bbofcal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits Insurance Alliance of California	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Woodcraft Rangers
340 E 2nd Street Suite 200
Los Angeles, CA 90012

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	201419379NPO	6/30/2014	6/30/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			201419379NPO	6/30/2014	6/30/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
A	EXCESS LIAB CLAIMS-MADE			201419379UMBNPO	6/30/2014	6/30/2015	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			201419379NPO	6/30/2014	6/30/2015	Each Occurrence	1,000,000
A	Professional Liability			201419379NPO	6/30/2014	6/30/2015	Aggregate	1,000,000

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

RE: Health Fair event to be held May 16, 2015 at 7810 Otis Ave., Cudahy, CA 90201
Lugo Park City of Cudahy, its officers, employees and agents are included as Additional Insured under the General Liability per the attached form CG2026 0704. Waiver of Subrogation applies to the General Liability per the attached form NIAC-E26 1014.

CERTIFICATE HOLDER

City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susana DeRobles

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NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

City of Cudahy, its officers, employees and agents

Internal Revenue Service

District
Director

Department of the Treasury

P.O. Box 2350 Los Angeles, Calif. 90053

Woodcraft Rangers
2111 Park Grove Ave
Los ANgeles, CA 90007-2017

Person to Contact:
Gilda Lewis
Telephone Number:
(213)894-2336
Refer Reply to:
EO012495
Date:
January 27, 1995

RE: Woodcraft Rangers EIN: 95-1729319

Dear Taxpayer:

This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate that this organization was recognized to be exempt from Federal income tax in December 1934 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the code, because it is an organization described in Section 509(a)(2).

The exempt status for the determination letter issued in December 1934 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,

Gilda Lewis
Assistant Director

Item Number
9H

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director

Subject: **Consideration to Approve a Professional Services Agreement with California Consulting for the Preparation and Submittal of a Grant in Response to the US Soccer Foundation, 2015 Safe Places to Play Grant**

RECOMMENDATION

The City Council is requested to approve Professional Services Agreement (PSA) with California Consulting in an amount not-to-exceed $8,000 for the submittal of one grant application in response to the 2015 US Soccer Federation call for projects for the Safe Places to Play Grant, which is due by May 29, 2015.

BACKGROUND

1. On May 6, 2014, the City Council approved the Community Development Block Grant (CDBG) funded Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

2. On November 17, 2014, the City received clearance from the CDBG Grants Management Unit to commence the drawdown of funds for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

3. On February 12, 2015, City staff submitted a request to Willdan Engineering for cost estimates and a draft concept plan for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

4. On March 13, 2015, the City submitted a letter to Los Angeles Community Development Commission for the use of excess CDBG funds, which shows total CDBG expenditure of $95,000 for Lugo Park in CDBG funds by September 30, 2015.

5. On March 17, 2015, City Council approved a PSA with Transtech Engineering, Inc. for

Project Management Services.

6. On April 21, 2015, City Council approved a PSA with Pacifica Services, Inc. for Labor Compliance and Contract Services.

7. On April 15, 2015, Willdan Engineering provided City staff with an updated concept plan and cost estimates for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects. This update includes a cost estimate and plan modifications to accommodate the current available budgets for these projects.

8. On April 23, 2015, staff met with representatives from California Consulting to discuss funding opportunities for the City. The Lugo Park Soccer Field Renovation project was identified as a primary concern with a shortfall of approximately $200,000.

ANALYSIS

The concept plans and preliminary cost estimate for the Lugo Park Soccer Field Renovation Project have been developed by Willdan Engineering and recently refined through coordination of Willdan and Transtech Engineers (project team). The estimated project cost is approximately $1,482,390. Potential cost savings through rebates from the Gateway Water Management Authority for the use of synthetic turf may reduce the total cost. However, these amounts are not known at this stage. Currently, a total of $1,098,531 has been obligated from various funding sources for the project. Based on the current concept design and cost estimates, a potential budget shortfall of approximately $400,000 has been identified.

The US Soccer Foundation Grant supports soccer programs and field-building initiatives in the U.S. that keep children in underserved communities active, healthy, and safe. The Safe Places to Play Grant awards up to $200,000 and focuses on soccer field improvements and are available in four categories: synthetic turf, lighting, irrigation, and sports courts (see Attachment A for grant details).

The Lugo Park Soccer Field Renovation Project involves reconstruction of an existing sports field surface with artificial turf with a drainage system, restoration of existing turf areas and modification and upgrade of existing irrigation system, spectator bleacher with overhead shade, a chain link fence, and sports equipment.

Currently obligated funding sources include:

CDBG (601694-13) (Restroom)	$ 75,000
CDBG 601694-14 (Soccer Field)	$ 362,531
Cudahy Youth Foundation	$ 16,000
Los Angeles County Board of Supervisor	$ 270,000
City's General Fund	$ 375,000
Total Available Funds	**$1,098,531**

The California Consulting team includes nearly 20 grant writers. They have written over 631 competitive grants that have been funded, generating over $150 million for their clients. California Consulting has built a strong reputation for providing successful solutions for a number of public agencies in Federal and State grants, including a number with the US Soccer Foundation.

CONCLUSION

City Council approval of the PSA with California Consulting not-to-exceed $8,000 will enable the City to apply for funding up to $200,000 through the US Soccer Foundation to help offset the $400,000 shortfall in project funding (leaving a remainder of approximately $200,000 shortfall).

If funding is not awarded, the project shortfall will remain $400,000. Additional alternative measures of covering the shortfall may include reallocating CDBG funds, reducing the scope of work to match available funds, or allocating additional General Funds. However, staff will continue to seek additional funding sources to offset the impact to the general fund.

FINANCIAL IMPACT

The City will need to make a budget adjustment of $8,000 for grant writing services to the Fiscal Year (FY) 2014-15 City Budget.

ATTACHMENTS

A. US Soccer Foundation Grant Details, California Consulting profile
B. Project Design, Preliminary Cost Estimates Prepared by Wildan Engineering
C. Draft Professional Services Agreement

US SOCCER FOUNDATION:
2015 SAFE PLACES TO PLAY GRANT & PROGRAM GRANT

Application Deadline	*Safe Places to Play Grant LOIs*: • 2015 Summer Grant Cycle (June 5 Application Deadline): LOIs due by 5/29/15 *Program Grant*: • October 1, 2015 (TBD)
Workshops (if any)	None
Purpose of Program	US Soccer Foundation grants support soccer programs and field-building initiatives in the U.S. that keep children in underserved communities active, healthy, and safe. There are two types of grants: 1) *Safe Places to Play* grants focus on soccer field improvements and are available in four categories: Synthetic Turf, Lighting, Irrigation, and Sport Court. 2) *Program Grants* are awarded for grantees to purchase soccer equipment and/or to cover operating expenses.
Eligible Applicants	Tax-exempt organizations: 501(c)(3) nonprofits, churches, individual schools or school districts, cities or municipalities, etc.
Authorizing Resolution Required?	• A formal resolution is not required. • Applicants for *Safe Places to Play Lighting Grants* must have written authorization from the community where the lighting project will be installed.
Total Funding	Not stated
Maximum Funding Request	$15,000 - $200,000 depending upon grant program chosen: *Safe Places to Play Grants:* • Synthetic Turf Grants = $200,000 • Lighting Grants = $50,000 • Irrigation Grants = $15,000 • Sport Court Grants = $65,000 *Program Grants*: • Total for equipment + cash = $50,000
Match Requirement	• Varies by program: most *Safe Places to Play* grant awards for field improvements come as in-kind credit with a specific vendor (i.e. up to $200,000 in-kind credit with FieldTurf for the Synthetic Turf grant). • Typically, a field improvement project (turf, lighting, irrigation, surfacing) will cost more than what the grant provides in vendor credit.
Project Period	1 year
Eligible Projects	*Safe Places to Play Grants*

	These grants are available in four categories: Synthetic Turf, Lighting, Irrigation, and Sport Court. Multi-sport field projects are eligible for funding, but such fields must be used a majority of the time for soccer. Multi-field projects are also eligible. Projects that must go through a bidding process are eligible. *All Safe Places to Play* grants (except for Irrigation) can be awarded for either indoor or outdoor field projects. • **Synthetic Turf** – grants are awarded for the installation of a synthetic field surface from FieldTurf. This funding can be applied toward new field construction or the refurbishment of existing turf fields. • **Lighting** – grants are awarded for the purchase of Musco Lighting products to light futsal, natural grass, or synthetic turf fields. Funding does not cover installation. • **Irrigation** – grants are awarded for the purchase of Hunter Irrigation products to irrigate natural grass or synthetic turf fields (while irrigation is not required for synthetic turf, it is recommended for cleaning and cooling purposes). Funding does not cover installation. • **Sport Court** – grants are awarded for the installation of Sport Court, which is an innovative modular (non-turf) sports surface that delivers superior playability, speed, safety, shock absorption, and traction that is perfect for small-sided soccer or futsal. With its engineering-grade polypropylene surface, a Sport Court is quick to install and can be easily customized to fit the needs of your soccer project. *Program Grants* These grants are awarded for grantees to purchase soccer equipment and/or to cover operating expenses. • **Equipment** – all equipment grants are awarded as credit with www.soccer.com; no cash is distributed for equipment. Eligible equipment expenses include: jerseys, shorts, socks, shin guards, cleats, balls, goals (pop-up or permanent), polo shirts for coaches, whistles, cones, ball bags, first aid kits, scrimmage vests, etc. • **Cash** – cash for operating expenses is disbursed in one check after the grant agreement and all paperwork have been completed. Eligible operating expenses include: stipends for coaches and program managers, transportation, healthy snacks, award banquets for players, field or facility rental fees, referee fees, background checks, family engagement events, etc.
Priorities	• The U.S. Soccer Foundation awards grants on an annual basis to support both soccer programs and field-building initiatives in underserved areas nationwide. • Grants funds are intended to support all aspects of the game - from assisting programs with operational costs to creating Safe Places to Play.
Ineligible Activities	*Safe Places to Play Grants* • Natural grass fields (however, organizations that have or are building grass fields are eligible for lighting and irrigation grants). • Any structures/amenities that are not part of the field itself, including: o Bleachers o Bathrooms o Concession stands o Fencing o Parking lots

	Program Grants • Scholarships/sponsorships/registration fees for individual players • Tickets or transportation to professional sporting events • One time camps or clinics • Equipment for coaches (polos or sweatshirts are okay) • Items to be used for auctions or fundraising (i.e. professional team jerseys or other collectable items)
Critical Registration Process	*Safe Places to Play Required Letter of Inquiry (LOI):* • Please send an email to grants@ussoccerfoundation.org, with the subject line "*Safe Places to Play* Grant LOI" that includes all required information and documentation, for the LOI. Within three weeks of submitting an LOI, organizations will receive one of two responses: 1) An invitation to complete a full application, which must be submitted by the next application deadline. The application must be completed online. 2) A brief explanation of why an organization was not invited to formally apply (i.e. – eligibility issues, does not match the Foundation's mission, etc.). *Program Applicants:* • The program application *does not* require a Letter of Inquiry (LOI); the application is available to all eligible organizations. • The application will be available on the Foundation's website approximately six weeks before it is due. The application deadline is usually on/around October 1st. • Please sign up for our email list (which you can do on our homepage: www.ussoccerfoundation.org) to be notified when the application is available.
Application Requirements	**All *Safe Places to Play* Projects**: • Applicant must own or have a minimum 10 year land lease/land use agreement for the land where the field is or will be built. No exceptions will be made to the 10 year minimum (10 years counted from the date of the grant application). **Synthetic Turf Projects:** • FieldTurf Requirement: Grants are disbursed as in-kind credit with FieldTurf. No cash is disbursed as part of this grant. Grantees must use FieldTurf as the supplier for their field project, if awarded this grant. • Field Size: Preference is given to full size soccer fields. The Foundation understands that space issues dictate that full size fields are not always an option, so smaller fields *are* eligible. Grant amount is largely dependent on the size of the field. For fields under 25,000 square feet, applicants are encouraged to consider Sport Court as an alternative to synthetic turf. **Lighting Projects:** • *Applicant must have written authorization from the community where the lighting project will be installed*. It is the applicant's responsibility to determine who in their community can authorize such a project (usually a mayor, city council, etc.). Authorization must be in the form of a letter

	stating that the community is aware and approves of the installation of lighting at the specified field location. • Musco Lighting Requirement: Grants are disbursed as in-kind credit with Musco Lighting. No cash is disbursed as part of this grant. Grantees must use Musco Lighting as the supplier for their field project, if awarded this grant. • Musco products come with a 25-year warranty. **Irrigation Projects:** • Hunter Irrigation Requirement: Grants are disbursed as in-kind credit with Hunter Irrigation. No cash is disbursed as part of this grant. Grantees must use Hunter Irrigation as the supplier for their field project, if awarded this grant. • Irrigation funding can ONLY be used for sprinklers, valves, and/or controllers; funding does NOT cover pipes, wires, fittings, electrical splices, etc. **All *Program Grant* Projects:** Program grants are awarded for grantees to purchase soccer equipment and/or to cover operating expenses. • **Equipment** – all equipment grants are awarded as credit with www.soccer.com; no cash is distributed for equipment. • Grantees work with a soccer.com representative to put together an equipment order, which is then sent to the Foundation for approval; once approved, the order is shipped to the grantee and billed to the Foundation. • **Cash** – cash for operating expenses is disbursed in one check after the grant agreement and all paperwork have been completed. Grantees must submit two financial reports (one in July and one in December) to account for how the money was spent. • The program application **does not** require a Letter of Inquiry (LOI)
Award Date	*Safe Places to Play Grant*: • October 1st deadline -- Awards announced on/around December 15th • February 1st deadline -- Awards announced on/around April 15th • June 1st deadline -- Awards announced on/around August 15th *Program Grant*: • October 1st deadline -- Awards announced on/around December 15th
Agency Contact	Phone: 202.872.9277 Email: grants@ussoccerfoundation.org
Website	**Agency:** http://www.ussoccerfoundation.org/ **Grants Page:** http://www.ussoccerfoundation.org/our-grants/ **Guidelines:** http://www.ussoccerfoundation.org/docs/flipbook-grants/

History

Founded in 2004, California Consulting, LLC has a solid reputation for hard work and a commitment to success for its clients. California Consulting, LLC is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 80 clients statewide. We have 25 members of our team from Chico in the North, to Los Angeles in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over $1.4 billion for our clients since inception through grant writing and lobbying efforts combined.

Grant Writing

The California Consulting team boasts nearly 20 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written 639 competitive grants that have been funded, generating over $150 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Sacramento Trips

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies that have grant monies available. Usually the City Manager or District Superintendent along with elected officials attends the day long visit to the Capitol accompanied by California Consulting. These visits include a full day of lobbying State Agencies and key decision makers for grant money.

Quarterly Events

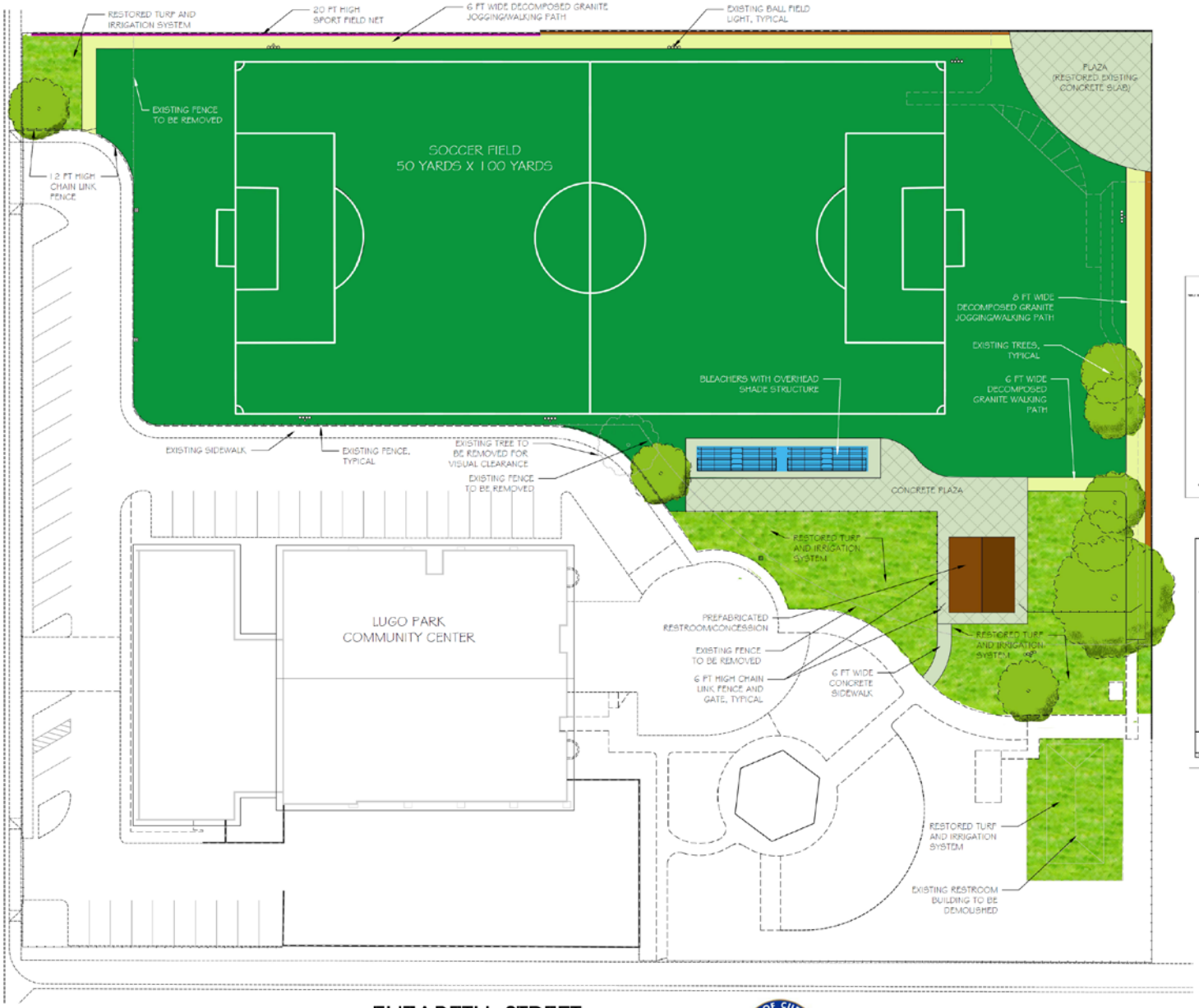
In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. Each quarter we host an invitation only event with a key elected or appointed official from the Capitol. Recent events have been held in Montebello, Salinas and Fresno in conjunction with our office. Guests have included CalTrans Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows our clients to interact with major policymakers in a unique small group setting.

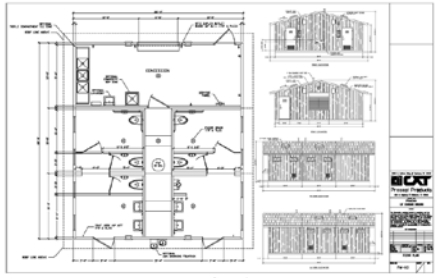
References

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties.

California Consulting currently represents 25 cities across California, over 45 School Districts, Charter Schools, non-profits and others. We have also been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, as well as several private sector clients. A full client list can be obtained at www.californiaconsulting.org.

LUGO PARK SPORT FIELD IMPROVEMENTS





OPTION A

OPTION B

PREFABRICATED RESTROOM/CONCESSION

NO SCALE

CONCEPT PLAN

4/15/15

OPINION OF PROBABLE CONSTRUCTION COSTS (WILLDAN ESTIMATE)

LUGO PARK SPORT FIELD IMPROVEMENTS

(Concept Plan)

Item No.	Description	Unit	Estimated Quanti	Unit Prices	Extended Amount
Sitework					
1	Mobilization	LS	1	$ 8,000.00	$ 8,000.00
2	Demolition and removals	LS	1	$ 20,000.00	$ 20,000.00
3	Implementation of the project SWPPP and submittal of the Annual Report to the SMART system.	LS	1	$ 5,000.00	$ 5,000.00
4	Cost for testing water samples taken as required by the SWPPP and tested by an approved laboratory	Allow-ance	1	$ 5,000.00	$ 5,000.00
5	Earthwork and minor grading.	LS	1	$ 10,000.00	$ 10,000.00
6	Unclassified excavation and export.	CY	2,000	$ 45.00	$ 90,000.00
7	Concrete mowcurb/header	LF	2,000	$ 8.00	$ 16,000.00
8	4" thick PCC paving (slab & sidewalk)	SF	5,800	$ 6.50	$ 37,700.00
9	Decomposed granite path	SF	2,600	$ 4.00	$ 10,400.00
10	Artificial turf anchoring header	LF	1,400	$ 3.00	$ 4,200.00
11	Subterranean on-site drainage system, discharging into subgrade	LS	1	$ 60,000.00	$ 60,000.00
12	Artificial turf through CMAS program	SF	71,000	$ 5.00	$ 355,000.00
13	Restoration of existing turf areas and existing irrigation system modification.	LS	1	$ 33,000.00	$ 33,000.00
	SUBTOTAL :				**$ 654,300.00**
Site Amenities					
14	Team bench	EA	2	$ 1,500.00	$ 3,000.00
15	Chain-link fence	LS	1	$ 10,000.00	$ 10,000.00
16	Spectator bleacher	EA	2	$ 8,000.00	$ 16,000.00
17	Sport safety netting	LS	1	$ 10,000.00	$ 10,000.00
18	Overhead shade structure at bleachers.	LS	1	$ 10,000.00	$ 10,000.00
19	Sport equipment	LS	1	$ 3,000.00	$ 3,000.00
20	Artificial turf field wash down system	LS	1	$ 10,000.00	$ 10,000.00
	SUBTOTAL :				**$ 62,000.00**
Restroom/Concession Facility					
21	Prefabricated restroom/concession facility.	LS	1	$ 280,000.00	$ 280,000.00
	SUBTOTAL :				**$ 280,000.00**
	TOTAL :				**$ 996,300.00**
Soft Costs					
	Contingency	10%			$ 99,630.00
	Design / Constr Mgmnt / Inspections / Testing	20%			$ 199,260.00
	SUBTOTAL :				**$ 298,890.00**
	GRAND TOTAL :				**$ 1,295,190.00**

Total CDBG Items	**$ 660,190.00**
Total CMAS Items	**$ 635,000.00**
Total Estimated Cost	**$ 1,295,190.00**
CDBG (601694-13) (Restroom)	$ 75,000.00
CDBG 601694-14 (Soccer Field)	$ 362,531.00
Cudahy Youth Foundation	$ 16,000.00
Los Angeles County Board of Supervisor	$ 270,000.00
City's General Fund	$ 375,000.00
Total Funding	**$ 1,098,531.00**
Total CDBG Funds	**$ 437,531.00**
Total Other Funds	**$ 661,000.00**
Total Funding	**$ 1,098,531.00**
Total CDBG Funds	**$ 437,531.00**
Total CDBG Items	**$ 660,190.00**
CDBG FUNDS ARE 100% USED	
Total Funding	**$ 1,098,531.00**
Total Estimated Cost	**$ 1,295,190.00**
Estimated Budget Surplus / (Shortfall)	**$ (196,659.00)**
POTENTIAL COST ADJUSTMENTS	
Item 21. Prefabricated restroom/concession facility. (this item may be purchased under CMAs and may be lower cost than estimated)	**$ (70,000.00)**
Contingency may be 5%	**$ (24,907.50)**
Design / Constr Mgmnt / Inspections / Testing may be less	**$ (39,852.00)**
Total Potential Cost Adjustments	**$ (134,759.50)**
Adjusted Shortfall based on Total Potential Cost Adjustments	**$ (61,899.50)**
Is there a potential rebate for removal of turf/water conservation-need to check with the local water district???????	$ -
Other Potential Funding??????????	$ -
Can we add more CDBG Funds to the Project????????	$ -
Total of above	$ -
Adjusted Shortfall based on potential rebate??? And other funding sources???????	$ -

OPINION OF PROBABLE CONSTRUCTION COSTS (TRANSTECH COMMENTS)

LUGO PARK SPORT FIELD IMPROVEMENTS

(Concept Plan)

Item No.	Description	Unit	Est. Qty	Unit Price	Extended Amount	
Sitework						
1	Mobilization.(generally 3% is common industry range) Use 3% without Artificial turf, s it will be CMAS contract)	LS	1	$ 20,000.00	$ 20,000.00	CDBG
2	Demolition and removals.	LS	1	$ 40,000.00	$ 40,000.00	CDBG
3	Implementation of the project SWPPP and submittal of the Annual Report to the SMART system.	LS	1	$ 5,000.00	$ 5,000.00	CDBG
4	Cost for testing water samples taken as required by the SWPPP and tested by an approved laboratory.	Allow-ance	1	$ 5,000.00	$ 5,000.00	CDBG
5	Earthwork and minor grading.	LS	1	$ 10,000.00	$ 10,000.00	CDBG
6	Unclassified excavation and export. (in a recent project, we averaged $60/cy)	CY	2,000	$ 60.00	$ 120,000.00	CDBG
7	Concrete mowcurb/header.	LF	2,000	$ 8.00	$ 16,000.00	CDBG
8	4" thick PCC paving (slab & sidewalk).	SF	5,800	$ 6.50	$ 37,700.00	CDBG
9	Decomposed granite path.	SF	2,600	$ 4.00	$ 10,400.00	CDBG
10	Artificial turf anchoring header.	LF	1,400	$ 3.00	$ 4,200.00	CDBG
11	Subterranean on-site drainage system, discharging into subgrade. (assume 71,000 sf area-artificial turf sf, and assume $2/sf)	SF	71,000	$ 2.00	$ 142,000.00	CDBG
12	Artificial turf through CMAS program.	SF	71,000	$ 5.00	$ 355,000.00	CMAS
13	Restoration of existing turf areas and existing irrigation system modification.	LS	1	$ 33,000.00	$ 33,000.00	CDBG
	SUBTOTAL - Sitework:				**$ 798,300.00**	
Site Amenities						
14	Team bench.	EA	2	$ 1,500.00	$ 3,000.00	CDBG
15	Chain-link fence.	LS	1	$ 10,000.00	$ 10,000.00	CDBG
16	Spectator bleacher.	EA	2	$ 8,000.00	$ 16,000.00	CDBG
17	Sport safety netting.	LS	1	$ 10,000.00	$ 10,000.00	CDBG
18	Overhead shade structure at bleachers.	LS	1	$ 10,000.00	$ 10,000.00	CDBG
19	Sport equipment.	LS	1	$ 3,000.00	$ 3,000.00	CDBG
20	Artificial turf field wash down system.	LS	1	$ 10,000.00	$ 10,000.00	CDBG
	SUBTOTAL - Site Amenities:				**$ 62,000.00**	
Restroom/Concession Facility						
21	Prefabricated restroom/concession facility. (this item may be purchased under CMAs and may be lower cost than estimated)	LS	1	$ 280,000.00	$ 280,000.00	POTENTIAL CMAS
	SUBTOTAL - Restroom/Concession Facility:				**$ 280,000.00**	
	TOTAL:				**$ 1,140,300.00**	
Soft Costs						
	Contingency.			10.00%	$ 114,030.00	CDBG
	Design / Constr Mgmnt / Inspections / Testing.			20.00%	$ 228,060.00	CDBG
	SUBTOTAL - Soft Costs:				**$ 342,090.00**	
	GRAND TOTAL:				**$ 1,482,390.00**	

Total CDBG Items	**$ 847,390.00**	**CDBG**
Total CMAS Items	**$ 635,000.00**	**CMAS**
Total Estimated Cost	**$ 1,482,390.00**	
CDBG (601694-13) (Restroom)	$ 75,000.00	
CDBG 601694-14 (Soccer Field)	$ 362,531.00	
Cudahy Youth Foundation	$ 16,000.00	
Los Angeles County Board of Supervisor	$ 270,000.00	
City's General Fund	$ 375,000.00	
Total Funding	**$ 1,098,531.00**	
Total CDBG Funds	**$ 437,531.00**	
Total Other Funds	**$ 661,000.00**	
Total Funding	**$ 1,098,531.00**	
Total CDBG Funds	**$ 437,531.00**	
Total CDBG Items	**$ 847,390.00**	
CDBG FUNDS ARE 100% USED		
Total Funding	**$ 1,098,531.00**	
Total Estimated Cost	**$ 1,482,390.00**	
Estimated Budget Surplus / (Shortfall)	**$ (383,859.00)**	
POTENTIAL COST ADJUSTMENTS		
Item 21. Prefabricated restroom/concession facility. (this item may be purchased under CMAs and may be lower cost than estimated)	**$ (70,000.00)**	
Contingency may be 5%	**$ (28,507.50)**	
Design / Constr Mgmnt / Inspections / Testing may be less	**$ (45,612.00)**	
Total Potential Cost Adjustments	**$ (144,119.50)**	
Adjusted Shortfall based on Total Potential Cost Adjustments	**$ (239,739.50)**	
Is there a potential rebate for removal of turf/water conservation-need to check with the local water district???????	$ -	
Other Potential Funding??????????	$ -	
Can we add more CDBG Funds to the Project????????	$ -	
Total of above	$ -	
Adjusted Shortfall based on potential rebate??? And other funding sources???????	$ -	

2015

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Grant Writing Services)

(Parties: City of Cudahy and California Consulting, LLC)

THIS 2015 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of May 2015 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and California Consulting, LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Professional consultant services and grant writing for the preparation and submittal of a grant submittal application in response to the 2015 United States Soccer Federation call for projects for the Safe Places to Play Grant; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT 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, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Service"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of 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 "Services."

1.2 PROSECUTION OF WORK: The Parties agree as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date not later than May 29, 2015 (hereinafter, the "Completion Date"). CITY, in its reasonable discretion, may grant CONSULTANT additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) CONSULTANT shall have provided CITY with a written request for additional time no less than fifteen (15) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures CONSULTANT has taken to mitigate the need for additional time. The granting of such additional time by the CITY shall in no way entitle CONSULTANT to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to CITY.

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees;

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of EIGHT THOUSAND DOLLARS ($8,000.00) (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 City Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY 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. In the event CONSULTANT's total aggregate compensation exceeds the sum of EIGHT THOUSAND DOLLARS ($8,000.00), any such expenditure in excess of $8,000.00 shall first require the approval of the City Manager. The City Representatives shall be responsible for monitoring expenditures under this Agreement.

1.4 PAYMENT OF COMPENSATION: CONSULTANT shall be compensated with one flat payment of EIGHT THOUSAND DOLLARS ($8,000.00) at the conclusion of the Term. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services 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, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT 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 CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Community Development Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Steve Samuelian, Client Relationship Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Services, 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 CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT 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 CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Services skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Services in a manner reasonably satisfactory to the CITY;

C. CONSULTANT 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. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT'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 CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Services skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT 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 CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT 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 CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT

will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT 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 CONSULTANT's competent and timely performance of the Services 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 Services under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT 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. CONSULTANT 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 CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Services.

2.8 COMPLIANCE WITH LAWS: CONSULTANT 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 Services. CONSULTANT'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, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT 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 Services, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT 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 CONSULTANT in the course of carrying out the Services contemplated in this Agreement.

D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT t's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have

an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT 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 CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT 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, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Services. Upon CITY's written request, CONSULTANT 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT'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 CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT 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 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT 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 CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT 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 CONSULTANT 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 CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience,

CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT 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. CONSULTANT 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 CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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 CONSULTANT 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 CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT'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) CONSULTANT'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 CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'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 CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT 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, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT 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 CONSULTANT 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. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT 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. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Services 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: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT 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:

CONSULTANT:
California Consulting, LLC
1530 East Shaw Avenue, Suite 114
Fresno, California 93710
Attn: Steve Sameulian, Client Relationship Manager
Phone: (559) 244-0801
Fax: (559) 244-0804
Email: Ca-Consulting@sbcglobal.net

CITY:
City of Cudahy
City Manager's Office
5220 Santa An Street
Cudahy, CA 90201
Attn: Jose E. Pulido
Phone: (323) 773-5143

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: CONSULTANT shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT 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 CONSULTANT, 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, limit, 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 CONSULTANT 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 6.16, above.

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF CUDAHY:

By:_____
Jose E. Pulido, City Manager

APPROVED AS TO FORM:

By:_____
Isabel Birrueta, City Attorney

CALIFORNIA CONSULTING, LLC:

By_____

Name:_____

Title:_____

EXHIBIT A – SCOPE OF SERVICES

www.californiaconsulting.org

A Proposal for City of Cudahy

History

Founded in 2004, California Consulting, LLC has a solid reputation for hard work and a commitment to success for its clients. California Consulting, LLC is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have more than 80 clients statewide. We have 25 members of our team from Chico in the North, to Los Angeles in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over $1.4 billion for our clients since inception through grant writing and lobbying efforts combined.

Grant Writing:

The California Consulting team boasts nearly 20 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written almost 631 competitive grants that have been funded, generating over $150 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Sacramento Trips:

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies that have grant monies available. Usually the City Manager or District Superintendent along with elected officials attends the day long visit to the Capitol accompanied by California Consulting. These visits include a full day of meetings with State Agencies and key decision makers for grant money.

Quarterly Events:

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. Each quarter we host an invitation only event with a key elected or appointed official from the Capitol. Recent events have been held in Montebello, Salinas and Fresno in conjunction with our office. Guests have included CalTrans

Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows our clients to interact with major policymakers in a unique small group setting.

References:

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties. A full list of our references can be viewed at www.californiaconsulting.org.

California Consulting currently represents over 20 cities across California, almost 50 School Districts, Charter Schools, non-profits and others. A full client list can be obtained at www.californiaconsulting.org.

Scope of Services and Cost:

1. California Consulting provides grant research, identification, and writing to our Clients.
2. California Consulting will conduct a Needs Assessment at the outset of the contract in which all relevant staff members involved with grants should be present to provide their input.
3. The Client will provide an established point of contact for California Consulting grant writer(s) to contact regarding the grant.
4. California Consulting will have reasonable access to the required information and documentation required to complete the grant on behalf of the Client.
5. The Client will provide the required information and documentation in a timely manner in order for California Consulting to submit the grant by deadline.
6. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to the Client). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference.
7. We propose a cost on a "Per Grant" basis, plus reimbursement of out of pocket expenses. The following is a breakdown of cost per grant:

Grant Amount	Cost
Up to $10,000	$1,000
$10,001 - $50,000	$3,000
$50,001 - $100,000	$4,000
$100,001 - $250,000	$6,000
Over $250,000	$8,000

Item Number
10A

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Isabel Birrueta, Assistant City Attorney

Subject: **Consideration of Introducing Ordinance No. 647 by First Reading Amending Cudahy Municipal Code Section 5.08.070 to Allow Charitable Bingo Games**

RECOMMENDATION

The City Council is requested to move to introduce Ordinance No. 647, allowing charitable bingo games in the City, by a first reading of the title only.

BACKGROUND

1. In early 2014, the Aging and Senior Commission expressed an interest in conducting raffles and bingo games for charitable purposes.

2. On April 15, 2014, during a regular City Council meeting, the City Attorney's Office presented a report to the City Council outlining the manner in which bingo games and raffles may be conducted under state law. To summarize the presentation, raffles and bingo games conducted by City commissions have not been done correctly.

3. On October 13, 2014, during an Aging and Senior Commission meeting, the City Attorney presented a report to the Commission to outline the manner in which bingo games and raffles may be conducted under state law. At the conclusion of the presentation, the Commission expressed a desire to continue to play bingo with the understanding that the games would be donation-based (no tickets may be sold and participants cannot be required to purchase a ticket), and further, sale-based charitable bingo games may not be conducted by any person or organization in the City without an ordinance authorizing such games.

4. On April 21, 2015, during a City Council meeting, special counsel and former U.S. Prosecutor from the law firm of Arent Fox LLP made a presentation before the City Council advising the City Council and staff of the State and criminal laws that govern bingo games when played for consideration. Upon conclusion of the presentation, the City Council directed staff to draw up the necessary documentation for a first reading of the proposed bingo games ordinance at the

May 5, 2015 City Council meeting.

ANALYSIS

In order to authorize charitable bingo games within the City of Cudahy, the City must adopt an ordinance authorizing such games. The proposed ordinance is compliant with state law and similar to cities' ordinances regulating bingo games across the state. The adoption of the proposed ordinance will allow eligible organizations to conduct charitable bingo games in the City of Cudahy. The attached ordinance will authorize certain organizations to conduct charitable bingo games within the City of Cudahy, so long as they are conducted pursuant to state and local law.

Raffles and bingo games are considered lotteries under state law, which are generally illegal. Operators of such games are subject to prosecution by the District Attorney. See *People v. Shira* (1976) 62 Cal.App.3d 442; California Attorney General Opinion No. 98-1101 (1999). A lottery has three essential elements: (1) a prize, (2) distributed by chance, and (3) payment of consideration. Under state law, raffles and bingo games are permitted for charitable purposes, under certain conditions, conducted by eligible organizations, and charitable bingo games must be authorized under a municipal ordinance. At the moment, the City does not have the required ordinance permitting charitable bingo by eligible organizations to make such games legal when conducted within the City.

Upon the adoption of the proposed ordinance, eligible organizations will be able to conduct charitable bingo games. Unfortunately, City commissions likely do not qualify as eligible organizations. However, if the City wishes to be involved in assisting charitable bingo games for seniors, the City Attorney's Office recommends that staff no longer accept donations from seniors in connection with the bingo games. The City does not have sufficient staff to oversee the operation of the bingo games and the collection of funds to ensure compliance with state law. Instead, the City Attorney recommends that the City consider two options listed below after adoption of an ordinance authorizing charitable bingo games.

Option #1: The City may contact any eligible seniors' organizations that have been in existence to see whether the organization would be interested in conducting charitable bingo games (which would require a City license). Receipts of the game must be used for charitable purposes.

Option #2: A new seniors' organization is created and that organization may get a license to conduct charitable bingo raffles. Note: this organization cannot be created with the sole purpose of operating charitable bingo games. Receipts of the game must be used for charitable purposes.

Under Government Code section 36931 et seq. the adoption of the attached ordinance requires the City Council to make two readings, once to introduce it and a second time to adopt it, at least five days later, at a regular City Council meeting. To be valid, all ordinances must be signed by the Mayor (or Vice Mayor if no Mayor is in place) and attested by the City Clerk. [1] The City Clerk is required to post ordinances within 15 days, which take effect on the 31st day after passage. [2]

[1] Government Code section 36932.
[2] Government Code section 36933(a).

CONCLUSION

The City Attorney's office recommends that the City Council approve the proposed Ordinance authoring charitable bingo games.

FINANCIAL IMPACT

The Council's adoption of an ordinance authorizing charitable bingo games will not increase or impact City costs once the ordinance becomes effective.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT)

The actions contemplated herein do not constitute a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), and they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines §§ 15060(c)(2)-(3), 15378

ATTACHMENT

A. Ordinance No. 647

ORDINANCE NO. 647

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING SECTION 5.08.070 (BINGO) OF CHAPTER 5.08 (BUSINESS LICENSE TAX – PARTICULAR BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATION) OF THE CUDAHY MUNICIPAL CODE RELATING TO THE REGULATION OF BINGO GAMES AND REMOTE CALLER BINGO GAMES

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES ORDAIN AS FOLLOWS:

Section 1. Code Amendment. Section 5.08.070 of Chapter 5.08 of Title 5 of the Cudahy Municipal Code is hereby deleted in its entirety.

Section 2. Code Amendment. Section 5.08.070 of Chapter 5.08 of Title 5 of the Cudahy Municipal Code is hereby added to read as follows:

"SECTION 5.08.070"

BINGO GAMES

A. Short title.
B. Authority for enactment.
C. Definitions.
D. Bingo games authorized; remote caller bingo authorized.
E. California Penal Code Section 326.3 incorporated.
F. California Penal Code Section 326.5 incorporated.
G. Permit required.
H. Application for permit.
I. Contents of permits.
J. Permit Fee.
K. Duration of Permit.
L. Investigation by police.
M. Change in facts must be reported.
N. Posting of permit and rules.
O. Operation and staffing of games.
P. Bingo manager.
Q. Bingo manager permit.

R. Hours and days of operation.
S. Rules of operation.
T. Proceeds from games must be kept in separate fund.
U. Inspection of premises.
V. Permit revocation.
W. Appeal.
X. Audit and accounting requirements.
Y. Civil remedies and criminal penalties.

Section A. Short title.

This chapter may be cited as the City of Cudahy Bingo Ordinance.

Section B. Authority for enactment.

This chapter is enacted pursuant to Article IV, Section 19(c) of the California Constitution and Penal Code Sections 326.3 and 326.5.

Section C. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application:

"Bingo" has the meaning set forth in Penal Code Section 326.5(o) as it now exists or may hereafter be amended.

"Calendar week" means Monday through Sunday.

"City manager" means the city manager of the City of Cudahy or any person he or she designates to enforce the requirements of this chapter.

"Conduct," "operate" and "staff' all mean persons directly involved in the conduct of a bingo game and include, but are not limited to, calling numbers, distributing cards, and the awarding of prizes.

"Permittee organization" means an organization to which the city manager has issued a permit to conduct bingo games under this chapter.

"Premises" means real property within the city on which bingo games are or may be permitted under this chapter and which are: (i) owned or leased by an organization, or property the use of which is donated to the organization, and (ii) which is used by that organization for an office or for performance of the purposes for which the organization is organized. Premises need not be used or leased exclusively by, or donated exclusively to, a permittee organization.

"Remote caller bingo game" has the meaning set forth in Penal Code Section 326.3(u)(1) as it now exists or may hereafter be amended.

"Security personnel" means one or more persons exclusively employed to protect persons and property at bingo games.

Section D. Bingo games authorized; remote caller bingo games authorized.

1. Nothing in this chapter shall prohibit the holding of any bingo games in compliance with the requirements of this chapter by organizations exempted from payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23791k, 23701/ and 23701w, and of the Revenue and Taxation Code, or by mobilehome park associations and senior citizens organizations, and school districts, provided that the proceeds of such games are used solely for charitable purposes.

2. Bingo games for charitable purposes are authorized pursuant to Section 19, Article IV of the California Constitution, and Penal Code Section 326.5, and in accordance with the provisions of this chapter. Eligible organizations may apply for a permit to conduct bingo games in the city under the provisions of Penal Code Section 326.5 and the provisions of this chapter.

3. Remote caller bingo games for charitable purposes are authorized pursuant to Section 19, Article IV of the California Constitution, and Penal Code Sections 326.3 and 326.4. Remote caller bingo games shall be conducted in accordance with Penal Code sections 326.3 and 326.4 and this chapter and only by organizations exempted from payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23791k, 23701/ and 23701w, and of the Revenue and Taxation Code, or by mobilehome park associations, senior citizens organizations, and charitable organizations affiliated with school districts. In addition, no organization shall be authorized to conduct remote caller bingo games unless the organization (i) has been incorporated or in existence for three or more years; and (ii) has a city-issued permit to conduct bingo games.

Section E. California Penal Code Section 326.3 incorporated.

The provisions of Penal Code Section 326.3 and 326.4 are incorporated herein by this reference and apply along with provisions of this chapter to control remote caller bingo games authorized by this chapter. In the event of any conflict between the provisions of this chapter and Penal Code Section 326.3 and 326.4, Penal Code sections 326.3 and 326.4 shall control.

Section F. California Penal Code Section 326.5 incorporated.

Notwithstanding the provisions of Penal Code Section 326.5(a), the provisions of Penal Code Section 326.5 are incorporated herein by this reference and apply along with provisions of this chapter to control bingo games authorized by this chapter. In the event of any conflict between the provisions of this chapter and Penal Code Section 326.5, Penal Code Section 326.5 shall control.

Section G. Permit required.

No person or organization may conduct or allow another to conduct bingo games, and no person may act as a bingo manager, in the city without first obtaining a permit from the city manager to do so.

Section H. Application for permit.

1. Applications for a permit to conduct bingo games in the city must be in writing on a form provided by the city manager and shall contain the following information:

a. The name of the applicant organization and evidence that the applicant is an eligible organization under Section 5.08.070(D);

b. The names, and addresses and signature of the presiding officer and at least one other officer of the applicant organization;

c. The name, address and signature of each person designated as a "Bingo Manager" pursuant to Section 5.08.070(P);

d. The mailing address of the applicant organization;

e. The mailing and street addresses of the premises on which bingo games will be conducted, together with the occupancy load of the room or rooms in which bingo will be played provided by the Fire Code in effect in the City when the application is made;

f. The proposed day or days of the week and hours during which the applicant organization proposes to conduct bingo games;

g. A statement that the applicant agrees to conduct bingo games in strict accordance with the provisions of Penal Code Section 326.5 and this chapter, as they may be amended from time to time, and understands that the city manager may revoke the permit for a violation of any such provision;

h. A statement setting forth the character, location and extent of the charitable work of the applicant organization;

i. A statement of the charitable use to which the proceeds of bingo games will be put;

j. A statement that the applicant(s) have read and are familiar with the provisions of this chapter and will require all persons who operate or staff bingo games to read and be familiar with all provisions of this chapter prior to operating or staffing bingo games;

k. A statement that the applicant intends or does not intend to conduct remote caller bingo games.

l. If applicable, a statement that the applicant agrees to conduct remote caller bingo games in strict accordance with the provisions of Penal Code Sections 326.3 and 326.4 and this chapter, as they may be amended from time to time, and understands that the city manager may revoke the bingo game permit for a violation of any such provision;

m. If applicable, a valid and current license to conduct remote caller bingo issued by the California Gambling Control Commission;

n. Such other information as may be required by the city manager.

2. Such application shall be signed under penalty of perjury by a person or persons with authority to bind the applicant organization.

3. An applicant shall submit with an application a certificate of determination of exemption from the California Franchise Tax Board showing that the organization is exempt from tax under subsections (a), (b), (d), (f), (e), (k), (g), (l) or (w) of Revenue and Taxation Code Section 23701, or a letter of good standing from the Exemption Division of the Franchise Tax Board showing an exemption under one of said sections. This subsection shall not apply to a mobilehome park association, a senior citizens organization, or a school district.

Section I. Contents of permits.

Upon determining that an applicant is qualified to conduct bingo games in the city, the city manager shall issue a permit stating:

1. The name and legal nature of the organization to which the permit is issued;

2. The address of the premises on which bingo games may be conducted;

3. The capacity of the room or rooms in which bingo games may be conducted;

4. The date the permit expires;

5. Any bingo managers designated pursuant to Section 5.08.070(P);

6. Any rules for the conduct of bingo games imposed pursuant to Section 5.08.070(S); and,

7. Such other related information as may be necessary or desirable for the enforcement of this chapter.

Section J. Permit fee.

Each initial application for an organization or bingo manager permit and any renewal request related to such permit shall be accompanied by a fee of $50 or such larger amount as may be established by resolution of the City Council consistently with Penal Code Section 326.5(*l*) as it now exists or may hereafter be amended. If the applicant for a permit is denied or the renewal thereof is denied, one- half of such fee shall be refunded to the applicant.

Section K. Duration of permit.

A permit issued under this chapter shall expire one year after issuance or at such earlier time that the permittee organization no longer meets the requirements of this chapter.

Section L. Investigation by police.

Upon the filing of an application for a permit, the city manager shall forward the application to the chief of police for study and investigation. The chief of police shall investigate all persons listed on the application. Background investigations related to remote caller bingo shall be conducted in accordance with the Gambling Control Act (Business and Professions Code § 19800 et seq.). No person may operate or staff a bingo game who has been convicted of embezzlement, theft, fraud or gambling. Based on the study and investigation, the chief of police shall recommend to the city manager either denial or approval of the permit application.

Section M. Change in facts must be reported.

A permittee organization or a permitted bingo manager shall immediately report to the city manager any change in the information provided on an application for a permit under this chapter. Prior to conducting remote caller bingo games, a permittee organization shall supplement its permit application by providing the city with (i) a statement that the permittee organization agrees to conduct remote caller bingo games in strict accordance with the provisions of Penal Code Section 326.3 and 326.4 and this chapter, as they may be amended from time to time, and understands

that the city manager may revoke the bingo game permit for a violation of any such provision; and (ii) a valid and current license to conduct remote caller bingo issued by the California Gambling Control Commission.

Section N. Posting of permit and rules.

At all times during which bingo is played, the permittee organization shall post conspicuously at the public entrance to the room or rooms in which bingo is played: the permittee organization permit, the bingo manager(s) permit, any rules and regulations established by the city manager for the conduct of bingo games under the permit, and the permittee organization's rules of bingo operation. The posted rules shall be legible and accessible to all players.

Section O. Operation and staffing of games.

1. Bingo games shall be operated and staffed only by members of the permittee organization, who shall not receive a profit, wage, or salary from any bingo game.

2. Only the permittee organization shall operate any bingo game or participate in the promotion, supervision or conduct of bingo games.

3. This section does not preclude a permittee organization from employing or contracting another to employ security personnel who are not members of the permittee organization. Security personnel shall not operate or staff bingo games.

Section P. Bingo manager.

1. One or more members of the permittee organization shall be designated as bingo managers on an application for a permit under this chapter and on any permit issued under this chapter. A permitted bingo manager shall be present at all times that a permittee organization conducts bingo games and that bingo manager shall be responsible for the conduct and operation of the bingo games and for compliance with all applicable laws, rules and regulations.

2. No person may be a bingo manager unless he or she is a nonsalaried, noncompensated member of the permittee organization for at least six months before he or she is designated as a bingo manager and first obtains a bingo manager permit under this Section 5.08.070(Q).

Section Q. Bingo manager permit.

An applicant for a bingo manager permit shall file a written application stating, in addition to such information as may be required by the city manager:

1. Neither the bingo manager nor the members of the permittee organization will receive any profit, wage or salary, or any other direct or indirect consideration from any bingo game;

2. The bingo manager applicant has read and understands all requirements of this chapter for the conduct of bingo games in the city and accepts full responsibility for the conduct of such bingo games consistently with the requirements of this chapter.

Section R. Hours and days of operation.

1. Except as provided in paragraph 2 of this Section 5.08.070(R), bingo games shall be conducted between noon and midnight for a maximum of six (6) hours per calendar week by any permittee organization or on any one premises whether or not more than one organization is permitted to conduct bingo games on those premises.

2. The city manager may issue a permit to allow bingo games to be played in excess of six hours per week over a consecutive three-day period provided that such permit is granted only once per calendar year to any permittee organization. A request for a permit under this paragraph 2 shall be made on a form provided, and as otherwise specified, by the city manager.

Section S. Rules of operation.

1. Except as provided in paragraph 3 of Section 5.08.070(O), no person shall receive or pay a profit, wage or salary from the proceeds of any bingo game conducted in the city. No person other than a permittee organization shall have, hold or obtain any financial interest in the conduct of bingo games.

2. No permittee organization or bingo manager shall permit:

a. any person to participate in a bingo game when that player is not physically present when the bingo game is conducted, except for remote caller bingo games;

b. any person to play any game of bingo on credit;

c. any minor to play bingo;

d. any alcoholic beverage to be served or consumed in a room where a bingo game is conducted during or between the playing of the games.

3. The total value of prizes awarded shall not exceed five hundred dollars ($500) in cash, kind, or both, for each separate bingo game which is held.

4. All persons who operate or staff bingo games shall wear on the outside of their clothing an identification insignia or badge, no less than two and one-half by three and one-half inches in size, bearing the name of the permittee organization and the name and any title of the staff member.

5. Bingo games authorized under this chapter shall be conducted only on premises identified on the permit pursuant to which they are conducted.

6. Bingo games shall be open to the public and may not be limited to the members of the permittee organization.

Section T. Proceeds from games must be kept in separate fund.

1. All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes of the permittee organization, except as provided in paragraph 2 of this section.

2. Any permittee organization other than an organizations exempt from the bank and corporation tax under Section 23701d of the Revenue and Taxation Code, shall use the proceeds of bingo games only for the charitable purposes of the permittee organization, except as follows:

a. Such proceeds may be used for prizes and to pay permit and application fees under this chapter; and

b. The portion of such proceeds specified by Penal Code Section 326.5(k) may be used for rental of property; overhead, including the purchase of bingo equipment; administrative expenses; security equipment; and security personnel.

Section U. Inspection of premises.

1. No person shall interfere with, prevent or refuse to permit a duly authorized representative of the city manager, the fire department or any peace officer to inspect any place in which bingo games or remote caller bingo games are conducted in the city, whether or not bingo games or remote caller bingo games are being conducted at the time of the inspection.

2. Failure to allow, or interference with, an inspection constitutes a violation and shall be grounds for revocation of a permit or denial of a bingo application or permit.

Section V. Permit revocation.

1. Whenever it shall be shown or whenever the city manager has knowledge that a permittee, or agent thereof, has violated any of the provisions of this chapter, the city manager shall immediately suspend the permit and give the organization or bingo manager written notice ("Notice of Suspension") by registered mail of the suspension and a brief statement of the reasons therefor.

2. Upon receipt of the notice of suspension, the organization or bingo manager shall cease conducting any bingo game or remote caller bingo game, and the failure to do so shall constitute a separate and further violation of this chapter.

Section W. Appeal.

1. In the event of any finding or decision of the city manager which is adverse to the application of an organization or bingo manager for a permit or renewal thereof under this chapter, or if a permit is suspended or revoked, the organization or bingo manager may appeal to the city council, provided, that such appeal is filed with the city clerk within fifteen (15) calendar days from the date of the finding or decision of the city manager. The city manager shall notify the organization or bingo manager of this right to appeal, and such notice shall accompany each and every adverse finding and decision of the city manager. The finding or decision and the notice of this right to appeal shall be mailed by registered mail, to the organization or bingo manager at the address which appears on the application for a permit or renewal thereof.

2. Failure of the city manager to receive a timely request for an appeal constitutes a waiver of the right to contest the finding or decision. Unless a timely appeal is filed, a finding or decision of the city manager becomes final and unappealable.

3. Within thirty (30) calendar days of the filing date of an appeal, the city council shall conduct a hearing on the appeal. The city shall give the appellant at least five (5) calendar days' mailed notice of the date, time, and location of the hearing at the address(es) specified on the appeal. The failure of any appellant to receive a properly addressed notice of hearing shall not invalidate any action or proceeding by the city pursuant to this chapter.

4. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. Within ten (10) calendar days after conclusion of the hearing, the city council shall render its decision. The decision of the city council shall be a final decision.

5. The failure of any appellant to appear at the hearing without such cause as the city council may deem sufficient to justify a continuance shall constitute a default and the finding or decision of the city manager shall thereupon be final and unappealable.

Section X. Audit and accounting requirements.

1. Prior to July 31st and prior to January 31st of each year, a permittee organization shall, at its own expense, submit on a form to be provided by the city manager a report of gross revenues, expenses and other information reasonably required by the city manager to enforce this chapter. A permittee organization shall annually submit to the city manager a copy of its federal tax return not later than sixty (60) calendar days after that return is filed with the Internal Revenue Service.

2. A permittee organization shall maintain complete and accurate records of income received from, and prizes and other expenses disbursed in connection with, the operation and staffing of bingo games.

3. The city manager may at any time demand a complete and detailed accounting of the records required under paragraph 2 of this section and any other data or information pertaining to the operation of bingo games maintained by a permitted organization. The city manager may subject that accounting and such data and information to, an agreed upon procedures examination, audit, and/or any other accounting review which may extend to, without limitation: (i) proceeds from the operation of bingo games, (ii) an accounting of the number of players and number of games played over a designated period, (iii) an inspection of bingo cards, funds, equipment or any other records or documentation in connection with the operation of games over a designated period. Such detailed accounting or further data or information shall be provided at the expense of the permittee organization if, in the sole discretion of the city manager, such detailed accounting or further data or information is necessary for the enforcement of this chapter.

4. In the event a permittee organization fails to render an accounting or provide information pursuant to the provisions of this section within sixty (60) calendar days of the city manager's request, the city manager may suspend that organization's permit until the requested accounting or information provided.

Section Y. Civil remedies and criminal penalties.

1. The city attorney may bring an action to enjoin a violation of this chapter.

2. A violation of paragraph 1 of Section 5.08.070(P) and Penal Code section 326.3(c) shall be punishable by a fine not to exceed ten thousand ($10,000.00) dollars, which fine shall be deposited in the general fund of the city. A violation of any other provision of this chapter constitutes a misdemeanor punishable under Section 3.24.160 of this code.

Section 3. Severability. Should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of any other portion of this Ordinance and, to that end, the provisions of this Ordinance are severable.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption pursuant to California Government Code section 36937.

Section 5. Certification. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be posted according to law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this ___ day of _____, 2015.

_____
Cristian Markovich, Mayor

ATTEST

_____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM

_____
Isabel Birrueta, Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Victor H. Ferrer, Deputy City Clerk of the City of Cudahy, hereby certify that this Ordinance was introduced at a regular meeting of the City Council of the City of Cudahy on 5th day of May, 2015, and adopted and passed at a regular meeting of the City Council of the City of Cudahy held on the 5th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

_____
Victor H. Ferrer,
Deputy City Clerk

Item Number

10B

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor and Members of the City Council

From: Jose E. Pulido, City Manager/Executive Director
By: Isabel Birrueta, Assistant City Attorney

Subject: **Consideration to Adopt Ordinance No. 645 by Second Reading, Amending Cudahy Municipal Code Section 2.04.02 to Change the Time for Regular City Council Meetings**

RECOMMENDATION

The City Council is requested to adopt Ordinance No. 645, to change the schedule for regular City Council meetings from every first and third Tuesday of each month to every second and fourth Monday of each month at 6:30 p.m.

BACKGROUND

1. On August 19, 2013, the City Council unanimously voted in favor of changing the regular City Council meeting times to the first and third Tuesday of each month at 6:30 p.m.

2. On April 21, 2015, the City Council approved by first reading to change the regular City Council meetings to every second and fourth Monday of each month at 6:30 p.m.

ANALYSIS

Section 2.04.020 of the Cudahy Municipal Code, as amended, currently provides for regular meetings of the City Council to be held on the first and third Tuesday of each month at 6:30 p.m. To change this schedule, Council must adopt an ordinance amending the relevant Code section.

The Ordinance was introduced at the April 21, 2015 Council meeting. Ordinance No. 645 will become effective 30 days after adoption by second reading.

CONCLUSION

Adoption of the Proposed Ordinance will change the meeting date and time to every second and fourth Monday of each month at 6:30 p.m.

FINANCIAL IMPACT

Changing the date and time of regular City Council meetings will have no financial impact to the City

because it is not expected to change the number of meetings.

ATTACHMENTS

A. Proposed Ordinance No. 645

ORDINANCE NO. 645

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE CUDAHY MUNICIPAL CODE TO CHANGE THE SCHEDULE FOR REGULAR CITY COUNCIL MEETINGS

WHEREAS, Section 2.04.020 of the Cudahy Municipal Code, as amended, provides that regular meetings of the City Council shall be held on the first and third Tuesday of each month at 6:30 p.m.; and

WHEREAS, the City Council desires to change the meeting schedule for regular City Council meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Subpart (1) of Section 2.04.020, found in Title 2 (Administration and Personnel), Chapter 2.04 (City Council) of the Cudahy Municipal Code is amended in its entirety to read as follows:

2.04.020 Council meetings.

(1) Regular Meetings. Regular meetings of the City Council shall be held on the _____ of each month at _____ p.m. If such day falls on a recognized holiday, the meeting shall be held on the following _____ that is not a holiday, unless the City Council gives public notice that the meeting is waived or set for a different day.

SECTION 2. The Council finds that this action does not constitute a project under the California Environmental Quality Act because it can be seen with certainty that no significant environmental impact will occur as a result of the Ordinance.

SECTION 3. This ordinance shall supersede any inconsistent provision of the Municipal Code to the extent of such inconsistency and no further.

SECTION 4. This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

SECTION 5. The City Clerk shall attest to the adoption of this ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

_____
Cristian Markovich, Mayor

ATTEST:

_____
Victor H. Ferrer
Deputy City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CUDAHY)

I, Victor H. Ferrer, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ___ day of _____, 2015, and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Victor H. Ferrer
Deputy City Clerk

Item Number
10C

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager / Executive Director
By: Rhonda D. Strout-Garcia, Human Resources Consultant

Subject: **Consideration to Adopt Ordinance No. 646 by Second Reading, Amending Cudahy Municipal Code Section 3.04.060, Payment of Salaries**

RECOMMENDATION

The City Council is requested to adopt Ordinance No. 646 by second reading, amending Cudahy Municipal Code, Section 3.04.060, changing the payment of salaries from semi-monthly (i.e., fifteenth day and last day of each calendar month) to bi-weekly (i.e., every two weeks).

BACKGROUND

The City's Municipal Code, under Chapter 3.04 provides for various provisions related to City funds and records. Specifically, Section 3.04.060 defines the manner in which all employees shall be paid, which states "semi-monthly on the fifteenth day and the last day of each calendar month."

The City of Cudahy has a payroll system and long standing practice of compensating all employees on a bi-weekly basis, which is comprised of twenty-six (26) pay periods per year, rather than twenty-four (24). This bi-weekly payroll system is used to pay employees who earn a monthly salary as well as those who are compensated on an hourly basis.

The City's current bi-weekly payroll cycle and practice is consistent with the manner in which most public agencies compensate employees, and therefore the Municipal Code is in need of revision to appropriately reflect the City's current practice.

ANALYSIS

The City of Cudahy's Municipal Code is the authoritative document that defines the various

provisions related to City funds and records.

Currently, the City's method of compensating employees is inconsistent with the Municipal Code. Returning to the bi-monthly method defined in the Municipal Code would create the need to implement a variety of systematic and procedural changes, which would be time consuming and cause interruption and potential delays of day-to-day operations, while staff dedicate time to convert to the defined bi-monthly system.

Further, the bi-monthly system creates a variety of operational challenges and difficulty in tracking time/record-keeping related to compliance with the Fair Labor Standards Act (FLSA). The current bi-weekly system affords ease in being able to match the workweek and payroll cycle so that determinations can be easily calculated related to overtime.

CONCLUSION

Should the City Council decide to keep the current language in the City's Municipal Code, the City will be required to re-vamp the current payroll system, which will require additional staffing assistance and potentially outside professional resources to assist with the conversion. Changing back to the bi-monthly system also puts the City at risk due to a vastly more difficult system in which to monitor and compensate over-time.

Should the Council approve the recommended action, to formally adopt the bi-weekly payroll system, there are no further actions required by staff, and the current system will continue without interruption.

FINANCIAL IMPACT

There are no costs associated with the recommendation to amend the Municipal Code to adopt language to reflect the City's current practice of a bi-weekly payroll cycle.

Should the Council determine that the bi-monthly practice be implemented consistent with the current Municipal Code language, there will be a budget and staffing resource implication, for which funds are not currently budgeted.

ATTACHMENTS

A. Ordinance No. 646

ORDINANCE NO. 646

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING SECTION 3.04.060 OF CHAPTER 3.04, TITLE 3 OF THE CUDAHY MUNICIPAL CODE REGARDING EMPLOYEE SALARY PAY PERIODS

WHEREAS, many public agencies provide for employees to be paid biweekly, for a total of 26 pay periods per year; and

WHEREAS, the Cudahy Municipal Code currently states that employees on monthly salaries shall be paid twice per month; and

WHEREAS, the twice monthly pay period is not consistent with the City's longstanding practice; and

WHEREAS, the City desires that the Municipal Code accurately reflect the City's practice with respect to periods of payment of employee wages for all employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 3.04.060, found in Title 3 (Revenue and Finance), Chapter 3.04 (City Funds and Records) of the Cudahy Municipal Code is amended as follows (strikethrough denotes deletions; underlining denotes additions):

3.04.060 Payment of salaries.

All employees ~~on a monthly salary~~ shall be paid ~~semi-monthly on the fifteenth day and the last day of each calendar month~~ on a biweekly basis. Payroll warrants need not be audited by the council prior to payment, but payrolls shall be presented to the council for ratification and approval at the first regular meeting after delivery of the payroll warrants.

SECTION 2. This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

SECTION 3. The City Clerk shall attest to the adoption of this ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2015.

_____
Cristian Markovich, Mayor

ATTEST:

_____
Victor H. Ferrer, Deputy City Clerk

APPROVED AS TO FORM:
OLIVAREZ MADRUGA, LLP
City Attorney

BY: _____
Isabel Birrueta, Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CUDAHY)

I, VICTOR H. FERRER, Deputy City Clerk of the City of Cudahy, California, hereby certify that Ordinance No. 646 was introduced by the City Council on _____ 2015 and adopted at a regular meeting of the City Council of the City of Cudahy on the _____ of _____, 2015.

_____
Victor H. Ferrer
Deputy City Clerk

Item Number
10D

STAFF REPORT

Date: May 5, 2015

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director
Ali Cayir, PE, Consultant CIP Project Manager, Transtech

Subject: **Discussion on Update Pertaining to Lugo Park Improvement Project Concept Plans, Cost Estimates, Funding and Progress Status Review**

RECOMMENDATION

The City Council is requested to:

1. Review the updated concept plans, cost estimates, funding and progress status update for the Lugo Park Improvements Project; and

2. Provide input; and

3. Direct staff to proceed with next steps for the project development, which is the preparation of construction drawings and bid package, followed by construction.

BACKGROUND

1. On May 6, 2014, the City Council approved the Community Development Block Grant (CDBG) funded Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

2. On November 17, 2014, the City received clearance from the CDBG Grants Management Unit to commence drawing down funds for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

3. On February 12, 2015, City staff submitted a request to Willdan Engineering for cost estimates and a draft concept plan for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

4. On March 13, 2015, the City submitted a letter to the Los Angeles Community Development Commission (LACDC) for the use of excess CDBG funds, which shows total

CDBG expenditure of $95,000 for Lugo Park in CDBG funds by September 30, 2015.

5. On March 17, 2015, the Council approved a PSA with Transtech for Project Management Services.

6. On April 15, 2015, Willdan Engineering provided staff with an updated concept plan and cost estimates for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects. This update includes cost estimate and plan modifications to accommodate the current available budgets for these projects.

7. On April 21, 2015, the Council approved a PSA with Pacifica Services, Inc. for Labor Compliance and Contract Services.

ANALYSIS

The original concept plan for this project included the installation of approximately 87,000 sq. ft. of artificial grass, which also includes the installation of weed barrier, shock pad, perimeter frame/artificial grass, and infill. During this process grading, sub-base preparation, and compaction would have needed to be performed. After much consideration of the original concept plan and cost estimates provided by Willdan, it was determined that the costs far exceeded the available budget for this project. Moreover, the current layout of the field would not accommodate a regulation sized soccer field without removal of the baseball diamond, which is very infrequently used (Attachment A). In an effort to accommodate the current budget, staff requested an updated concept plan with cost saving modifications and a space efficient layout for the new field.

The updated Lugo Park Improvements Project involves reconstruction of existing sports field surface with artificial turf with drainage system, restoration of existing turf areas and modification and upgrade of existing irrigation system; site amenities, such as spectator bleacher with overhead shade, chain link fence, sports equipment; pre-fabricated Americans with Disabilities Act (ADA) compliant restrooms and concession facilities, and other relevant and incidental improvements, which are listed in detail on the attached concept plans and cost estimates (Attachment B).

The concept plans and preliminary cost estimates have been prepared. The next step is, after City Council's review, to proceed with the preparation of final design plans and bid package, followed by bid advertisement, construction contract award, and construction of the final approved improvements.

Staff is working with Transtech on various options to reduce the estimated $400,000 budget

shortfall. After further review, it was determined by staff that certain items (i.e. artificial turf, and potentially pre-fabricated materials and equipment) may be purchased through California Multiple Award System (CMAS), which will result in substantial cost savings for The City.

Brief Information about CMAS: The State of California purchases a wide variety of goods and services ranging from pencils to temporary labor total of almost $10 billion annually. CMAS provides a compilation of qualified vendors and contractors for a wide variety of commodities and services at prices which have been assessed to be fair, reasonable and competitive. The State of California establishes these multiple award contracts in accordance with Public Contract Code Sections 10290 et seq., and 12101.5. A multiple award contract is an award to two or more contractors for the same products and/or services at the same or similar prices. Multiple award does not pertain to the number of buyers who would be ordering from the contract, but rather the number of contractors receiving an award from a common bid process.

Staff will continue working on additional value engineering to reduce the estimated budget shortfall during the final design. Staff will also explore other potential additional funding sources. Once the final costs are established through CMAS agreements and bid process for non CMAS work, staff will come back to Council with recommendations for options and alternatives for adjustment in the work scope, any additional funding sources, and budget/funding amendments as applicable for appropriate action.

CONCLUSION

Subject to City Council's review, input and approval, the final design will commence. Based on recent meeting with LACDC, the scope of work is being updated to allow City to proceed with the CDBG Funding allocated for Restroom/Concession Stand Improvements as Phase 1. The Soccer Field Improvements will also proceed as a separate bidding and CMAS process. It is anticipated that the final project design and bid package, advertisement for bids, and award of construction contract will be completed by approximately Fall 2015. The construction of the proposed improvements is anticipated to start in Fall 2015 and completed in the spring of 2016. Once the final costs are established thru CMAS agreements and bid process for non CMAS work, staff will come back to City Council with recommendations for options and alternatives for adjustment in the work scope, any additional funding sources, and budget/funding amendments as applicable for appropriate action.

FINANCIAL IMPACT

The concept plans and preliminary cost estimated have been developed by Willdan

Engineering. The estimated project cost is $1,500,000. Currently, total $1,098,531 has been obligated from various funding sources for the project. Based on the current concept design and cost estimates, potential budget shortfall of $400,000.

Currently obligated funding sources include:

CDBG (601694-13) (Restroom)	$ 280,000
CDBG 601694-14 (Soccer Field)	$ 157,531
Cudahy Youth Foundation	$ 16,000
Los Angeles County Board of Supervisor	$ 270,000
City's General Fund	$ 375,000
Total Available Funds	**$1,098,531**

ATTACHMENTS

A. Final Concept Plan and Preliminary Cost Estimates Prepared by Willdan Engineering
B. Power Point Presentation

ATTACHMENT A

Final Concept Plan and Preliminary Cost Estimates prepared by Willdan Engineering

LUGO PARK SPORT FIELD IMPROVEMENTS

OPTION A

OPTION B

PREFABRICATED RESTROOM/CONCESSION

NO SCALE

CONCEPT PLAN

OPINION OF PROBABLE CONSTRUCTION COSTS

LUGO PARK SPORT FIELD IMPROVEMENTS

(Concept Plan)

Item No.	Description	Unit	Est. Qty	Unit Price	Extended Amount
Sitework					
1	Mobilization. (updated per 4/28/15 John-W, City, TT)	LS	1	$ 20,000.00	$ 20,000.00
2	Demolition and removals.	LS	1	$ 40,000.00	$ 40,000.00
3	Implementation of the project SWPPP, submittal of Annual Report to SMART system.	LS	1	$ 5,000.00	$ 5,000.00
4	Cost for testing water samples taken per SWPPP and tested by appr. lab. (Allowance)	LS	1	$ 5,000.00	$ 5,000.00
5	Earthwork and minor grading.	LS	1	$ 10,000.00	$ 10,000.00
6	Unclassified excavation and export. (updated per 4/28/15 John-W, City, TT)	CY	2,000	$ 60.00	$ 120,000.00
7	Concrete mowcurb/header.	LF	2,000	$ 8.00	$ 16,000.00
8	4" thick PCC paving (slab & sidewalk).	SF	5,800	$ 6.50	$ 37,700.00
9	Decomposed granite path.	SF	2,600	$ 4.00	$ 10,400.00
10	Artificial turf anchoring header.	LF	1,400	$ 3.00	$ 4,200.00
11	Subterranean on-site drainage sys discharging into subgrade. (updated 4/28/15 John-W, City, TT)	SF	71,000	$ 2.00	$ 142,000.00
12	Artificial turf through CMAS program.	SF	71,000	$ 5.00	$ 355,000.00
13	Restoration of existing turf areas and existing irrigation system modification.	LS	1	$ 33,000.00	$ 33,000.00
				SUBTOTAL - Sitework:	**$ 798,300.00**
Site Amenities					
14	Team bench.	EA	2	$ 1,500.00	$ 3,000.00
15	Chain-link fence.	LS	1	$ 10,000.00	$ 10,000.00
16	Spectator bleacher.	EA	2	$ 8,000.00	$ 16,000.00
17	Sport safety netting.	LS	1	$ 10,000.00	$ 10,000.00
18	Overhead shade structure at bleachers.	LS	1	$ 10,000.00	$ 10,000.00
19	Sport equipment.	LS	1	$ 3,000.00	$ 3,000.00
20	Artificial turf field wash down system.	LS	1	$ 10,000.00	$ 10,000.00
				SUBTOTAL - Site Amenities:	**$ 62,000.00**
Restroom/Concession Facility					
21	Prefabricated restroom/concession facility.	LS	1	$ 280,000.00	$ 280,000.00
				SUBTOTAL - Restroom/Concession Facility:	**$ 280,000.00**
				TOTAL:	**$ 1,140,300.00**
Soft Costs					
Contingency.				10.00%	$ 114,030.00
Design / Constr Mgmnt / Inspections / Testing.				20.00%	$ 228,060.00
				SUBTOTAL - Soft Costs:	**$ 342,090.00**
				GRAND TOTAL:	**$ 1,482,390.00**

ATTACHMENT B

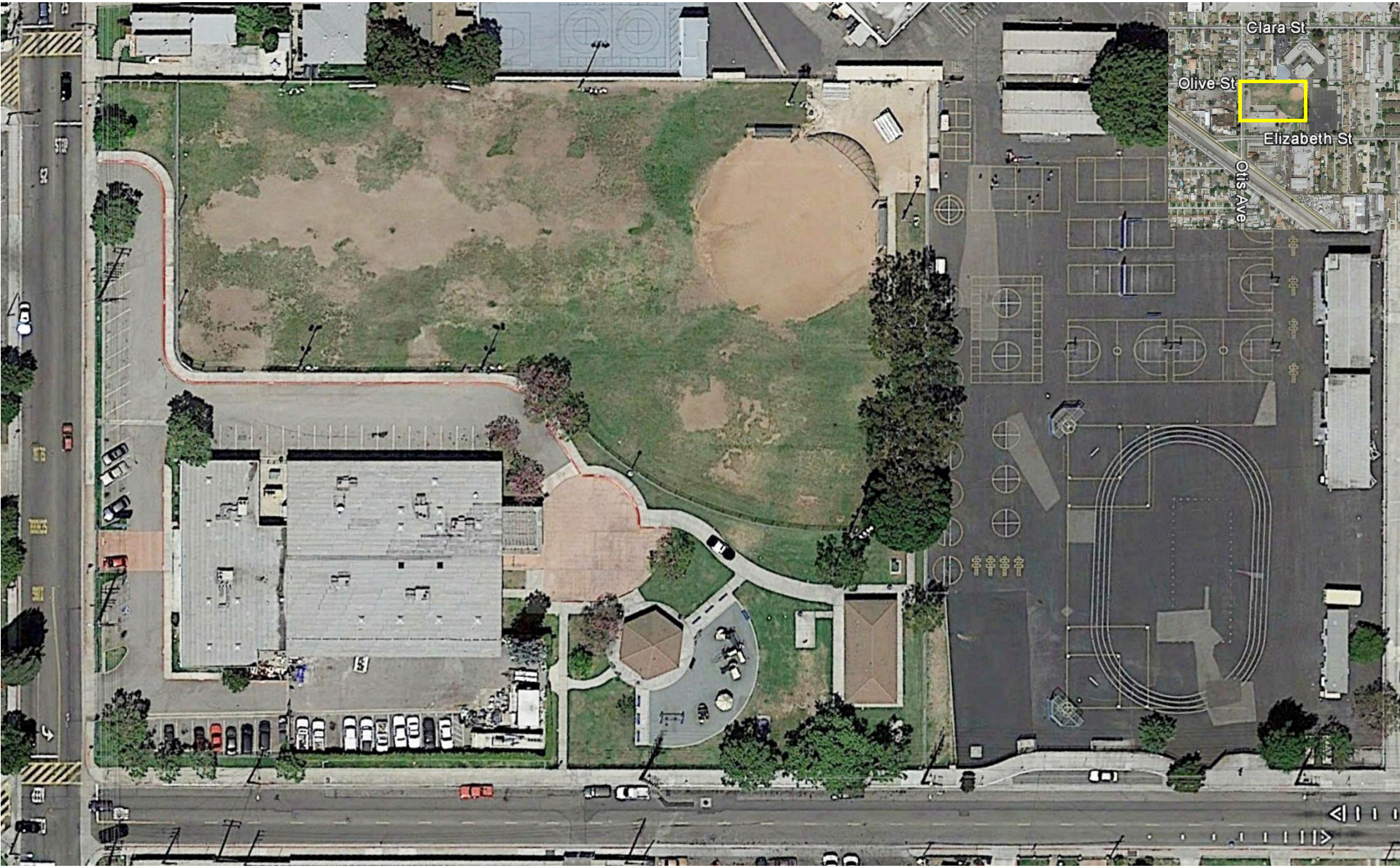
Power Point Presentation

PRESENTATION
FOR
LUGO PARK IMPROVEMENTS

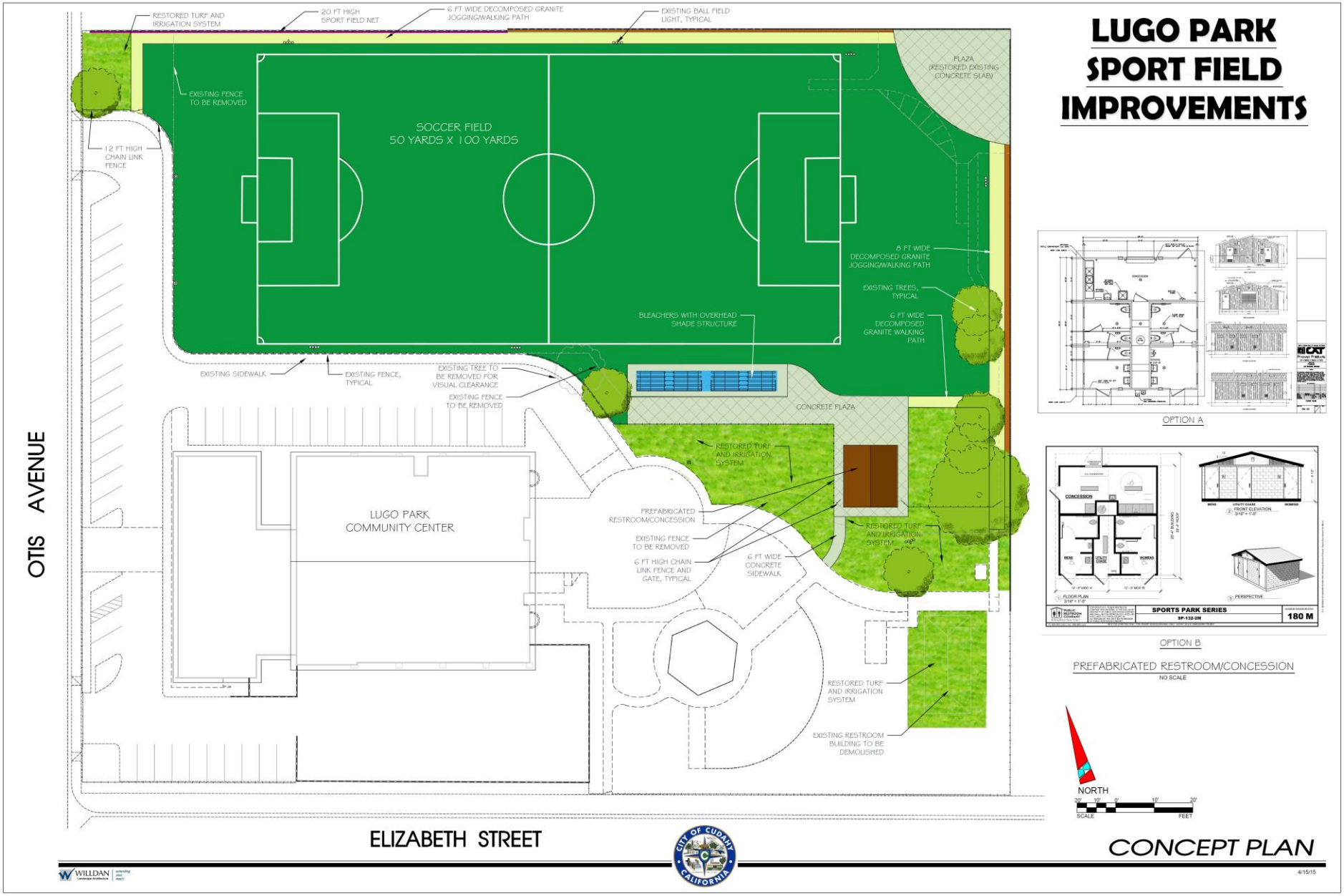
City Council Meeting

May 5, 2015

LOCATION



CONCEPT PLAN PREPARED BY WILLDAN



CONCEPT PLAN PREPARED BY WILLDAN

CONCEPT PLAN PREPARED BY WILLDAN

FUNDING SUMMARY

- **The estimated project cost is $1,500,000.**

- **Currently, total $1,098,531 have been obligated from various funding sources for the project. Currently obligated funding sources include:**

CDBG (601694-13) (Restroom)	$ 280,000
CDBG 601694-14 (Soccer Field)	$ 157,531
Cudahy Youth Foundation	$ 16,000
Los Angeles County Board of Supervisor	$ 270,000
City's General Fund	$ 375,000
Total Available Funds	$1,098,531

- **Based on the current concept design and cost estimates, potentially a budget shortfall of $400,000 has been identified.**

STEPS TAKEN TO REDUCE FUNDING GAP

Staff is working on various options to reduce the estimated $400,000 budget shortfall.

Originally, estimated budget shortfall was approximately $600,000.

After further review, it was determined by staff that certain items, such as synthetic (artificial) turf, and potentially pre-fabricated materials and equipment may be purchased thru California Multiple Award System (CMAS), which will result in substantial cost savings for The City. Recently, City of Newport Beach used CMAS to purchase synthetic turf from CMA Contractor, *FieldTurf*.

Potential rebate for removal of turf, which will result in water conservation.

Exploring other potential funding sources.

Staff will continue working on additional value engineering to reduce the estimated budget shortfall during the final design.

BRIEF INFORMATION ABOUT CMAS

- **The State of California purchases a wide variety of goods and services ranging from pencils to temporary labor with total of almost $10 billion each year.**

- **CMAS provides a compilation of qualified vendors and contractors for a wide variety of commodities, and services at prices which have been assessed to be fair, reasonable and competitive.**

- **The State of California establishes these multiple award contracts in accordance with Public Contract Code Sections 10290 et seq. and 12101.5.**

- **A multiple award contract is an award to two or more contractors for the same products and/or services at the same or similar prices.**

- **Multiple award does not pertain to the number of buyers who would be ordering from the contract, but rather the number of contractors receiving an award from a common bid process.**

NEXT STEPS / SCHEDULE

Subject to City Council's review, input and approval, the final design will commence.

Based on recent meeting with LACDC, the scope of work is being updated to allow City to proceed with the CDBG Funding allocated for Restroom/Concession Stand Improvements as Phase 1. The Soccer Field Improvements will also proceed as a separate bidding and CMAS process.

It is anticipated that the final project design and bid package, advertisement for bids, and award of construction contract will be completed by approximately Fall 2015.

The construction of the proposed improvements is anticipated to start in Fall 2015 and completed in the spring of 2016.

Once the final costs are established thru CMAS agreements and bid process for none CMAS work, staff will come back to City Council with recommendations for options and alternatives for adjustment in the work scope, any additional funding sources, and budget/funding amendments as applicable for appropriate action.

INFORMATION ABOUT SYNTHETIC TURF

INFORMATION ABOUT SYNTHETIC TURF

ANOTHER COOL INNOVATION FROM FIELDTURF

FieldTurf continues to sweat the details so athletes can enjoy a safe environment to challenge their limits and maximize their performance.

The experts at our Innovation and Performance Center have been hard at work finding a solution to high surface temperatures on those hot, sunny days. Years of experimenting with materials and systems have finally paid off.

CoolPlay was designed to reduce the heat without any reduction in field performance. No matter the age, sport or skill level of the athlete, CoolPlay is the cool solution.

High Performance. Low Temperature.

FieldTurf® CoolPlay

High Performance. Low Temperature.

HIGH PERFORMANCE. LOW TEMPERATURE.

-35°F

LABORATORY TESTED TO BE 35°F COOLER THAN TRADITIONAL SAND/RUBBER SYSTEMS.

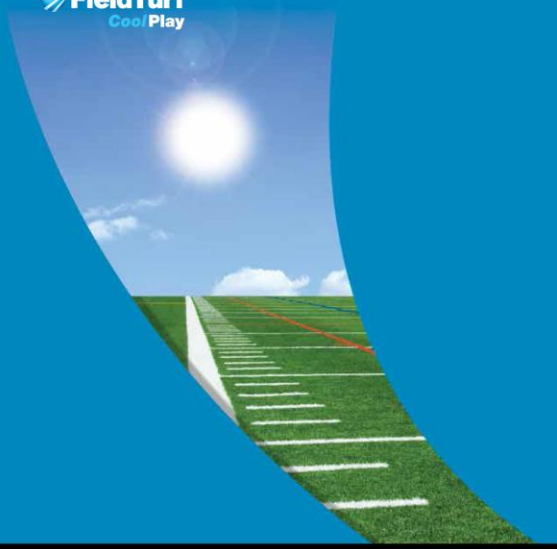
Information

(800) 724-2969
info@fieldturf.com
www.fieldturf.com

High Performance. Low Temperature.

HOT FIELD? CHILL OUT.

FieldTurf® CoolPlay

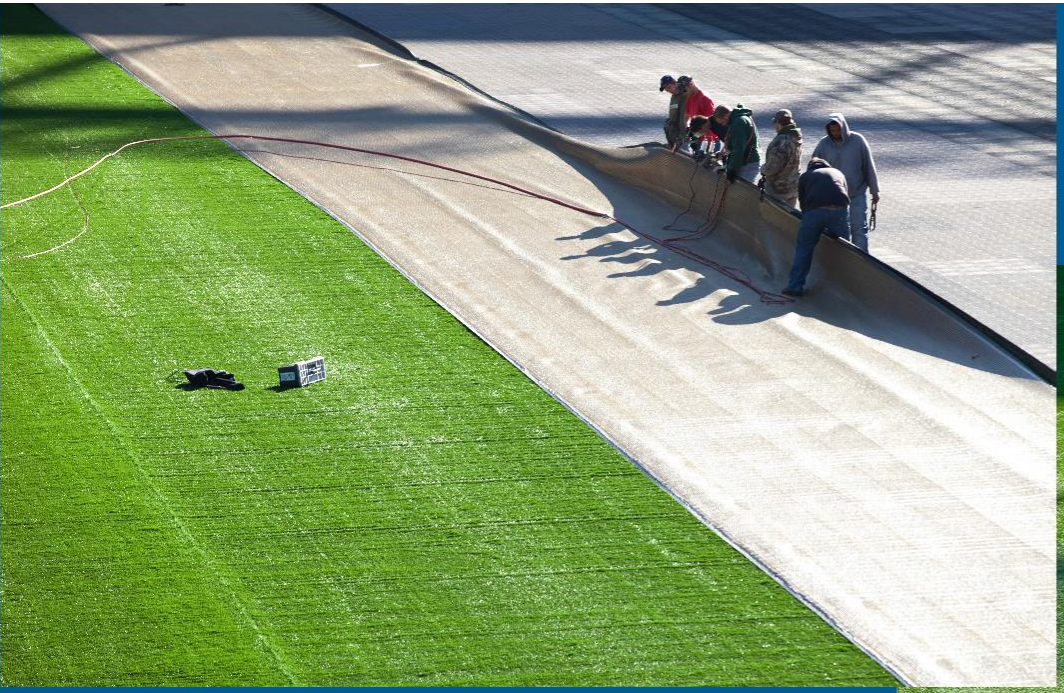


FieldTurf® CoolPlay

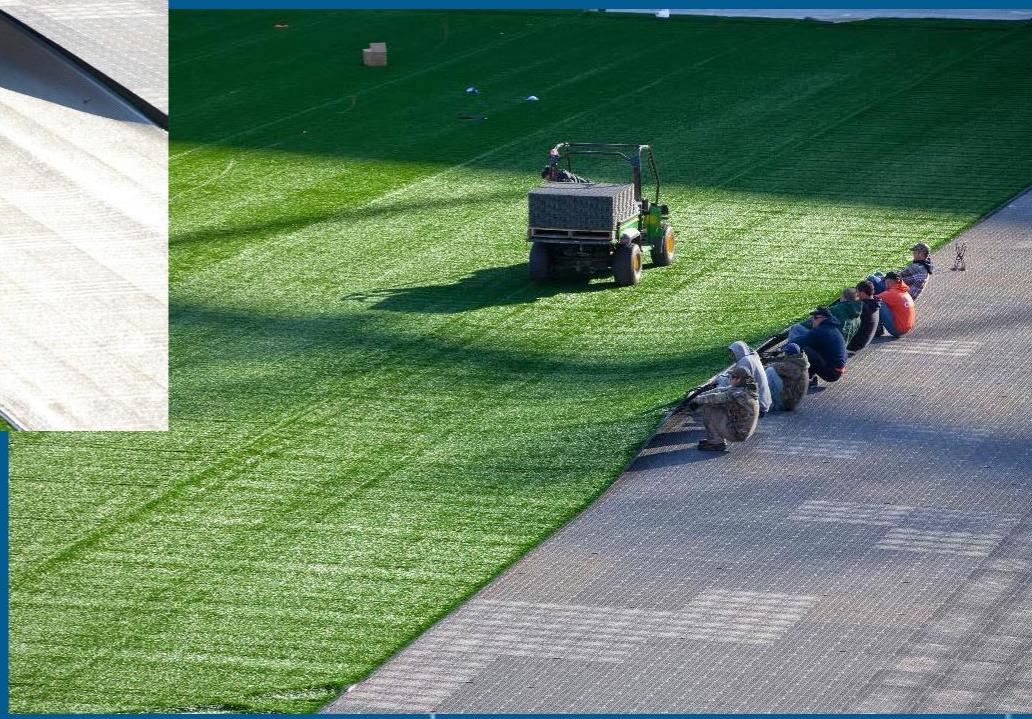
FieldTurf® A Tarkett Sports Company | THE ULTIMATE SURFACE EXPERIENCE

FieldTurf® A Tarkett Sports Company | THE ULTIMATE SURFACE EXPERIENCE

INSTALLATION PROCESS



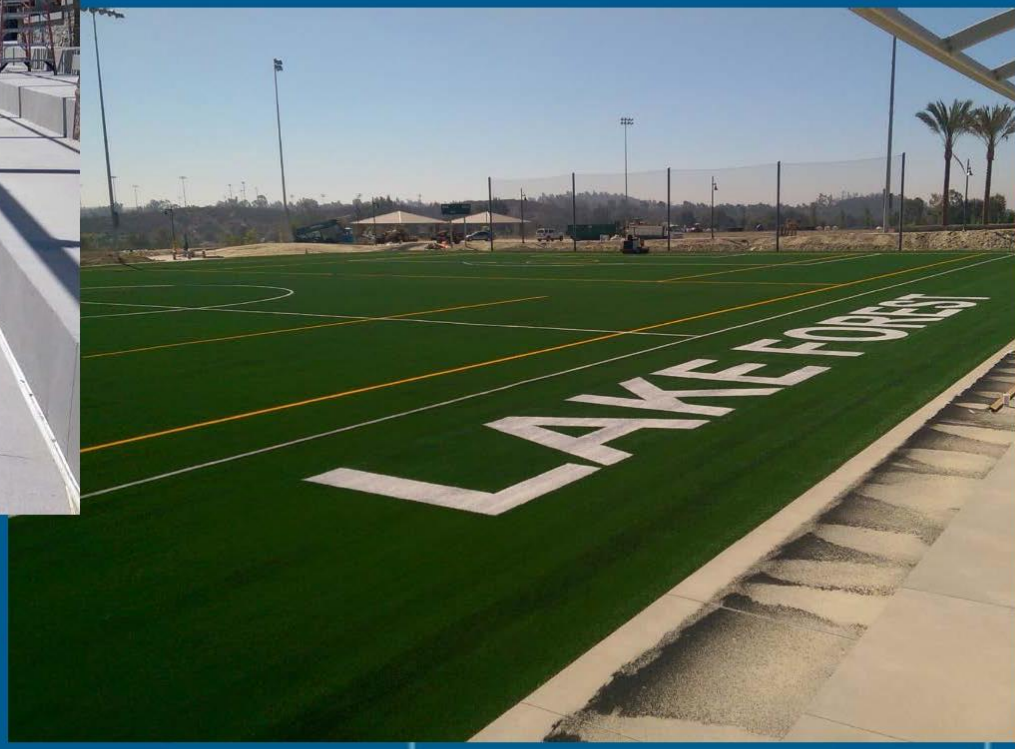
Sew Adjacent Panels Together



Tighten Seams and Bind to Surface

INSTALLATION PROCESS

Bind Turf Ends to Adjacent Concrete Edge and Install Field Markings



Add Infill, Sweep the Field, & Field Testing

SAMPLES

University of Nebraska

University of Arizona

University of Notre Dame

University of Tulsa

University of Georgia

University of Maryland