

Elizabeth Alcantar, Mayor
Jose R. Gonzalez, Vice Mayor
Chris Garcia, Council Member
Jack M. Guerrero, Council Member
Blanca Lozoya, Council Member



REMOTE TELECONFERENCE AND ELECTRONICALLY

This meeting will be conducted telephonically and electronically pursuant to the State of California Executive Order No. 29-20.

Teleconference Phone Number:

+1 (253) 215-8782

Meeting ID: 814-1733-8358

<https://us02web.zoom.us/j/81417338358>

AGENDA

**A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, May 19, 2020 – 6:30 P.M.**

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection at www.cityofcudahy.com

Rules of Decorum

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted three-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)

It should also be noted that any person who WILLFULLY disturbs or breaks up the City Council meeting may be arrested for a misdemeanor offense. (Penal Code, § 403.)

1. CALL TO ORDER

2. ROLL CALL

Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez
Mayor / Chair Alcantar

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS - NONE

5. PUBLIC COMMENTS

(Each member of the public may provide a public comment telephonically or electronically if he or she wishes to address the City Council. Members of the public are permitted to speak for three (3) minutes concerning items under the City Council's jurisdiction, including items on the agenda and closed session items.)

(Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

(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. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

9. 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: Approve the Waiver of Full Reading of Resolutions and Ordinances.

10. 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.)

- A. Consideration to Review and Approve the Draft Minutes of May 5, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission *(page 7)*

Presented by City Clerk's Office

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for May 5, 2020.

- B. Creation of a Delegation Ad Hoc Committee and appoint two Council Members to serve on the Waste Hauling Regulation Committee *(page 19)*

Presented by City Clerk's Office

Recommendation: The City Council is requested to create a Delegation Ad Hoc Committee and select Vice Mayor Gonzalez and Council Member Guerrero to serve on the Waste Hauling Regulation Committee ("Ad Hoc Delegation Committee").

11. PUBLIC HEARING

- A. A Resolution of the City of Cudahy City Council Approving Projects / Programs to the City Council for CDBG Cares Act (CDBG-CV) Supplemental funding for the Fiscal Year (FY) 2019-20 *(page 21)*

Presented by Human Resources Manager

Recommendation: The City Council is requested to adopt Resolution No. 20-12, approving Projects / Programs for Community Development Block Grant (CDBG)-CV funding during the Fiscal Year (FY) 2019-20.

12. BUSINESS SESSION

- A. Consideration to Approve a Fifth Amendment to the Legal Services Agreement (PSA) with Liebert Cassidy Whitmore (LCW) for Employment Matters *(page 29)*

Presented by Human Resources Manager

Recommendation: The City Council is requested to approve a Fifth Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore (LCW) for employment related matters (July 1, 2019 through June 30, 2020).

- B. Adoption of a Resolution of the City Council of the City of Cudahy Approving Participation in the Los Angeles Urban County Community Development Block Grant Program by Authorizing the Mayor, or his/her Designee to Sign a Cooperation Agreement with the County of Los Angeles *(page 59)*

Presented by Human Resources Manager

Recommendation: The City Council is requested to adopt Resolution No. 20-13, approving the Mayor or his/her designee to sign the Cooperation Agreement with the County of Los Angeles.

- C. Consideration to Approve Construction Contract Award to California Professional Engineering, Inc., for the Cudahy Citywide Active Transportation Program Cycle 2 (ATP-2) – Wilcox Avenue Complete Streets and Safe Routes to Schools (SRTS) Project *(page 71)*

Presented by Assistant City Engineer

Recommendation: The City Council is requested to approve a Contract Services Agreement with California Professional Engineering, Inc., the lowest responsive and responsible bidder, in the bid amount of \$536,820, from Active Transportation Program (ATP-2) Federal Grant Funds to undertake the Cudahy Citywide Active Transportation Program Cycle 2 (ATP-2) - Wilcox Avenue Complete Streets and Safe Routes to Schools (SRTS) Project.

- D. Consideration to Approve Construction Contract Award to Sully-Miller Contracting Company, for the Atlantic Ave., Cecilia St., Ardine St., and Patata Street Improvement Project *(page 133)*

Presented by Assistant City Engineer

Recommendation: The City Council is requested to approve a Contract Services Agreement with Sully-Miller Contracting Company, the lowest responsive and responsible bidder, in the bid amount of \$1,009,150 from a combination of

Proposition C, Measure R and SB1 (Road Maintenance and Rehabilitation Account – RMRA Account) funds to undertake the Atlantic Ave., Cecilia St., Ardine St., and Patata Street Improvement Project.

- E. Consider Membership with Sister Cities International to Develop Global Relationships (*page 207*)

Presented by City Clerk's Office

Recommendation: The City Council is requested to consider membership with Sister Cities International, and direct staff to complete the application seeking membership to the organization.

13. COUNCIL DISCUSSION

- A. Council Member Guerrero

- i. Adopted Ordinance No. 630, which added Chapter 2.56 of Title 2 of the Cudahy municipal code establishing post-government employment restrictions.
- ii. Municipal Code Hotel Permitting Process.

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then rejoin the proceedings.

14. CLOSED SESSION

- A. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

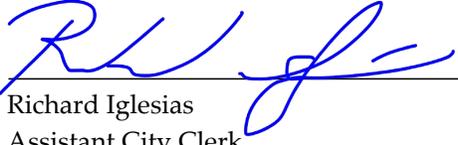
RECONVENE TO OPEN SESSION

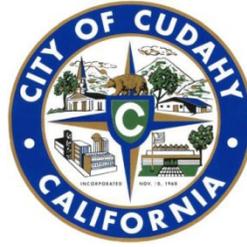
15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on 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 15th day of May 2020


Richard Iglesias
Assistant City Clerk



Item Number 10A

STAFF REPORT

Date: May 19, 2020

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

From: Santor Nishizaki, Acting City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk

Subject: **Consideration to Review and Approve the Draft Minutes of May 5, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission**

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for May 5, 2020.

BACKGROUND / ANALYSIS

Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer; an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later in the 1600's when early colonist came to America, the office of the Clerk was one of the first offices to be established. Over the years the City Clerk's office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City's recorded History.

William Bennett Munro a Canadian historian and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: "No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,

without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

Moving forward to the present time, the City Clerk's office today is generally responsible for keeping record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a record of the Council's decisions and actions.

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of May 5, 2020, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

- A. Draft Minutes May 5, 2020.
- B. Resolution No. 16-38, approving the City Clerk's use of Summary Action Minutes as the Official Record of the City Council proceedings.

MINUTES

**CUDAHY CITY COUNCIL REGUAR MEETING and
CITY OF CUDAHY AS SUCCESSOR AGENCY and
HOUSING SUCCESSOR AGENCY TO THE CUDAHY
DEVELOPMENT COMMISSION JOINT MEETING**

May 5, 2020 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar called the meeting to order at 6:37 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez (arrived at 6:45 p.m.)
Mayor / Chair Alcantar

ABSENT: None

ALSO PRESENT: Acting City Manager Santor Nishizaki, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias Human Resources Manager Jennifer Hernandez, and Junior Deputy City Clerk, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Garcia.

DEPUTY ATTORNEY VICTOR PONTO RECOMMENDED COUNCIL TO MAKE A MOTION TO ADD A WALK ON ITEM TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54954 (B)(2). COUNCIL MEMBER GUERRERO MADE A MOTION TO ADD THE WALK ON ITEM TO CLOSED SESSION. IT WAS SECONDED BY COUNCIL MEMBER LOZOYA BY THE FOLLOWING ROLL CALL VOTE:

AYES: Garcia, Guerrero, Lozoya, and Alcantar
NOES: None
ABSENT: Gonzalez
ABSTAIN: None

DEPUTY ATTORNEY VICTOR PONTO RECOMMENDED THAT COUNCIL MAKE A MOTION TO MOVETHE CLOSED SESSION ITEMS UP FRONT AFTER PUBLIC COMMENT AND REMOVE AGENDA ITEM 12A AND 12B FROM THE AGENDA. COUNCIL MEMBER GARCIA MADE THE MOTION TO MOVETHE CLOSED SESSION ITEMS UP FRONT AFTER PUBLIC COMMENT AND REMOVE AGENDA ITEM 12A FROM THE AGENDA. IT WAS SECONDED BY VICE MAYOR GONZALEZ BY THE FOLLOWING ROLL CALL VOTE:

AYES: Garcia, Gonzalez, Guerrero, Lozoya, and Alcantar
NOES: None
ABSENT: None

ABSTAIN: None

4. PRESENTATIONS

- A. Consideration to Review and Approve the Draft Minutes of April 16, 2020, for the Special Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission.
- B. Certificates of Recognition Awarded to Centro Evangelistico Ebenezer, YMCA, and City of Youth for their charitable services providing and distributing meals to Cudahy residents during the COVID-19 Pandemic.

5. PUBLIC COMMENTS

Susie de Santiago, thanked City Council for the recent baby packaging that was provided by the City. She further spoke about Republic Services weekly bulky item pickup, stating that it has not been picking up lately. She further asked Council to reduce the amount of units for the public hearing item project.

Patricia Covarrubias, thanked Mr. Morgan and his organization and spoke against increasing trash pickup rates. She concluded her comments by asking Council if bulky pickup will be picked up tomorrow.

6. CITY COUNCIL COMMENTS

Council Member Guerrero, recommended Council to schedule closed session either an hour early and then begin open session at 6:30 p.m. without having the public be on standby. He also directed staff to place a review of municipal code for the permitting process on hotels in light of the county program for housing the homeless in light of COVID-19 on the next Council agenda.

Mayor Alcantar, updated residents about services that are still provided in light of COVID-19. She also asked residents to report graffiti to staff when they see it.

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: It was moved by Council Member Guerrero and seconded by Vice Mayor Gonzalez to waive the full reading of resolutions and ordinances. The motion carried (5-0-0) by the following roll call vote.

AYES: Garcia, Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: None
ABSTAIN: None

10. CONSENT CALENDAR (COUNCIL MEMBER GUERRERO PULLED ITEMS A AND B FOR DISCUSSION)

- A.** Consideration to Review and Approve the Draft Minutes of April 16, 2020, for the Special Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the City Clerk's Office

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for April 16, 2020.

Motion: It was moved by Council Member Garcia and seconded by Council Member Lozoya to review and approve the City Council / Successor Agency Draft Minutes for April 16, 2020. The motion carried (5-0-0) by the following roll call vote.

AYES: Garcia, Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: None
ABSTAIN: None

11. PUBLIC HEARING

- A.** Conditional Use Permit No. 38-371 to approve a 50% density bonus permitting three of the nine proposed dwelling units for the development at 7919 Wilcox Avenue in the High Density Residential (HDR) Zone, including associated concessions for the property located at 7919 Wilcox Avenue (APN 6224-003-021)

Presented by the Interim Community Development Manager

The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Conditional Use Permit request and then close the public hearing; and
2. Approve Resolution No. 20-11, approving Conditional Use Permit No. 38-371 to allow a 50 percent density bonus of the number of "base" units allowed in the underlying zone, and incorporating affordable housing units.

MAYOR ALCANTAR OPENED THE FLOOR FOR PUBLIC COMMENT AT 10:11 P.M.

MAYOR ALCANTAR CLOSED THE FLOOR FOR PUBLIC COMMENT AT 10:12 P.M.

Motion: It was moved by Council Member Guerrero and seconded by Council Member Lozoya to Approve agenda item 11A with the 35% bonus density units rounded up for the development at 7919 Wilcox Avenue in the High Density Residential (HDR) Zone, including associated concessions for the property located at 7919 Wilcox Avenue (APN 6224-003-021). The motion carried (5-0-0) by the following roll call vote.

AYES: Garcia, Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: None
ABSTAIN: None

12. BUSINESS SESSION

A. Consideration and Adoption of an Urgency Ordinance Enacting a Temporary Moratorium on Evictions for Residential and Non-Essential Commercial Tenants

Presented by the City Attorney's Office

The City Council is recommended to adopt an Urgency Ordinance enacting a temporary moratorium on evictions due to the nonpayment of rent for residential and non-essential commercial tenants where failure to pay rent results from income loss resulting from the novel Coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

B. Consideration and Adoption of an Urgency Ordinance Enacting a Temporary Moratorium on Utility Cutoffs for Both Residential and Commercial Tenants

Presented by the City Attorney's Office

The City Council is recommended to adopt an Urgency Ordinance enacting a temporary moratorium on utility cutoffs for both residential and commercial tenants due to nonpayment where the failure to pay results from income loss resulting from the novel Coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

C. Adoption of a Proposed Resolution No. 20-10 Amending the City of Cudahy Fiscal Year (FY) 2019-2020 City Budget

Presented by the Finance Director

The City Council is requested to:

1. Receive and file the Fiscal Year (FY) 2019-2020 Mid-Year Budget review and related reports; and
2. Adopt Proposed Resolution No. 20-10 approving the requested amendments to the FY 2019-2020 City Budget as follows: increasing certain revenues in the General Fund by \$177,500, increasing certain General Fund expenditures by \$485,950 with the overall result being that the increase in expenditures exceeds revenues by \$308,450. The Gas Tax Special Fund expenditures are increasing by \$24,900 with no offsetting revenue increases.

The revenue increases are Pass through Property Taxes of \$190,000; Motor Vehicle in-Lieu of \$135,000; Building Permits of \$33,000; Planning Fees of \$115,000; Licenses & Permits of \$25,000; and Miscellaneous third party reimbursements of \$32,000. The decreases in revenues are On-Street Parking Fines of \$70,000; Swap meet permits of \$26,000, Fitness Center Memberships of \$6,100; Field Rentals of \$7,400; Licenses & Permits of \$218,000.

The increases in expenditures occurred in the City Manager Department of \$293,200; City Attorney Department of \$150,00; Finance Department of \$58,000; Community Development Department of \$135,200; and Parks and recreation Department of \$14,050. The decreases in expenditures occurred in the City Clerk Department of \$3,100 and Public Safety Department of \$161,400.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Council Member Lozoya to Proposed Resolution No. 20-10 Amending the City of Cudahy Fiscal Year (FY) 2019-2020 City Budget. The motion carried (3-1-0) by the following roll call vote:

AYES: Garcia, Gonzalez, and Alcantar
NOES: Guerrero
ABSENT: None
ABSTAIN: Lozoya

D. Amendment No. 2 to Agreement for Solid Waste and Recyclable Materials Collection Services between the City of Cudahy and Consolidated Disposal Service, LLC. (the "Second Amendment")

Presented by the City Manager

The City Council is requested to approve the Second Amendment for execution between the City of Cudahy (City) and Consolidated Disposal Services (Republic Services).

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to table this item to the next meeting. The motion carried (4-0-1) by the following roll call vote:

AYES: Garcia, Guerrero, Lozoya, and Alcantar
NOES: None
ABSENT: Gonzalez
ABSTAIN: None

E. Approval of a contract between the City of Cudahy and Henry Garcia for Interim City Manager services

Presented by the City Attorney's Office

Staff recommends that the City Council appoint Henry Garcia as Interim City Manager starting May 29, 2020 and approve a contract between the City of Cudahy and Henry Garcia for Interim City Manager services.

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to appoint Henry Garcia as Interim City Manager starting May 29, 2020 and approve a contract between the City of Cudahy and Henry Garcia for Interim City Manager services with the amendment of section 4.1 reducing the 30 advanced termination notice to 7 days. The motion carried (4-0-1) by the following roll call vote:

AYES: Garcia, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: Guerrero
ABSTAIN: None

13. COUNCIL DISCUSSION

Council Member Guerrero

- i. Adopted Ordinance No. 630, which added Chapter 2.56 of Title 2 of the Cudahy municipal code establishing post-government employment restrictions.

RECESSED TO CLOSED SESSION AT 7:27 P.M.

14. CLOSED SESSION

DELIBERATING AS CUDAHY SUCCESSOR AGENCY

A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 1 Elizabeth Street Residential Property
5256 Elizabeth Street APN: 6224-001-014
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

B. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property
4734 Santa Ana Street APN: 6224-018-008
8110 South Atlantic Avenue APN: 6224-018-071
8100 South Atlantic Avenue APN: 6224-018-068
Santa Ana Street APN: 6224-018-070
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

C. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 3 Santa Ana Street Residential Property
4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property
8135 South Atlantic Avenue APN: 6224-022-001

4629 Cecilia Street APN: 6224-022-004
8201 South Atlantic Avenue APN: 6224-022-002
8221 South Atlantic Avenue APN: 6224-022-012
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 5 Atlantic Avenue/Patata Street Commercial Property
4819 Patata Street APN: 6224-034-014
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 6 Atlantic Avenue/Clara Street Commercial Property
4613 Clara Street APN: 6226-022-002
7660 South Atlantic Avenue APN: 6226-022-008
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020
7638 South Atlantic Avenue APN: 6226-022-023
7644 South Atlantic Avenue APN: 6226-022-022
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Properties:
– 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)
– 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)
– 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)
– 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)
– 4610 Santa Ana St. (APN 6224-019-014)

City Negotiators: Acting City Manager, Santor Nishizaki and City Attorney
Negotiating Parties: Cudahy LF, LLC
Under Negotiation: Price and terms of payment

DELIBERATING AS CITY COUNCIL

H. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

15. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that for each closed session legal counsel was received, direction was given, no further reportable action.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 10:50 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

RESOLUTION NO. 16-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING THE CITY CLERK'S USE OF SUMMARY ACTION MINUTES AS THE OFFICIAL RECORD OF THE MEETINGS OF THE CITY COUNCIL OF THE CITY OF CUDAHY

WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City's Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council's meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

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 recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. 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 12th day of December, 2016.



Baru Sanchez
Mayor

ATTEST:



Richard Iglesias
Deputy City Clerk

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero



Richard Iglesias
Deputy City Clerk



Item Number 10B

STAFF REPORT

Date: May 19, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk
Subject: **Creation of a Delegation Ad Hoc Committee and appoint two Council Members to serve on the Waste Hauling Regulation Committee**

RECOMMENDATION

The City Council is requested to create a Delegation Ad Hoc Committee and select Vice Mayor Gonzalez, and Council Member Guerrero to serve on the Waste Hauling Regulation Committee ("Ad Hoc Delegation Committee").

BACKGROUND

On May 5, 2020, City Council requested the creation of an Ad Hoc Delegation Committee to review the current regulations, and compliance request from CalRecycle, and City's trash hauler rate(s).

ANALYSIS

Per Council discussions and recommendations, the City Council will create an Ad Hoc Delegation Committee to analyze current regulations, and compliance request from CalRecycle, and City's trash hauler rate(s).

Upon review, the Ad Hoc Delegation Committee has the discretion to recommend alternatives or suggestions to the City Manager for purposes of complying with current state-mandated recycling regulations and negotiating cost-effective rates.

CONCLUSION

The Ad Hoc Delegation Committee will meet on an as-needed basis contingent on the goals and objectives City Council establishes for the Ad Hoc Delegation Committee and, at its discretion, recommend to the City Manager to act.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.



Item Number 11A

STAFF REPORT

Date: May 19, 2020

To: Honorable Mayor/ Members of the City Council

From: Santor Nishizaki, Acting City Manager
By: Jennifer Hernandez, Human Resources Manager

Subject: **A Resolution of the City of Cudahy City Council Approving Projects / Programs to the City Council for CDBG Cares Act (CDBG-CV) Supplemental funding for the Fiscal Year (FY) 2019-20**

RECOMMENDATION

The City Council is requested to adopt Resolution No. 20-12 CDBG, approving Projects / Programs for Community Development Block Grant (CDBG)-CV funding during the Fiscal Year (FY) 2019-20.

BACKGROUND

1. On November 25, 2019, the Los Angeles Community Development Authority notified the City that its preliminary CDBG allocation for the 2018-19 fiscal year is approximately \$364,106.
2. On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes \$5 billion in additional CDBG funding to prevent, prepare for and respond to the COVID-19 pandemic.
3. On April 7, 2020, the City was informed that CDBG Cares Act (CDBG-CV) Supplemental funding had been allocated for the 2019-2020 fiscal years in the amount of \$220,908.
4. May 14, 2020, a public hearing notice soliciting suggestions and recommendations for City Council consideration for the use of CDBG-CV funds for FY 2019-20 was posted on the City website, as the public facilities normally utilized to post public notices are currently closed as a result of the COVID-19 pandemic.

ANALYSIS

The United States Department of Housing and Urban Development (HUD) is responsible for administering the CDBG program. In order to receive funds, a City of more than 50K in population must submit an annual application to HUD. However, because the City has less than the 50K population threshold, it submits its application through the Los Angeles County Community Development Authority (LACDA).

Before each new fiscal year, the LACDA notifies the City of its final CDBG allocation for the coming fiscal year. At this time, the CDC also distributes the forms that the City must submit to receive these CDBG funds and conduct training sessions on the preparation of these forms.

The City has been informed that CDBG Cares Act (CDBG-CV) Supplemental funding was allocated for the 2019-2020 fiscal years in the amount of \$220,908. These funds can be used for COVID-19 response purposes, in accordance with the HUD guidelines, for projects/programs including property acquisition and disposition, housing, public facilities and improvements, public services, and commercial/industrial improvements and other economic development activities. However, in order to use CDBG-CV funds for any of these eligible activities, it must be shown that the activity will prevent, prepare for, or respond to the COVID-19 pandemic.

The primary objective of the CDBG program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and-moderate income. In order to be eligible for CDBG funding, a project must address at least one of the following national objectives:

- The activity must benefit low- and moderate-income persons; or
- The activity must aid in the prevention or elimination of slums or urban blight; or
- The activity must meet a certified urgent need posing a threat to health and welfare.

The proposed CDBG-CV programs will comply with one or more of these objectives. Additionally, the City of Cudahy continues to use its regular CDBG funds for code enforcement, the rehabilitation of single-family homes, assistance to local businesses, and various public services including youth nutrition, hot meals for senior citizens, food distribution, senior services, landlord/tenant services, and recreational services.

PROPOSED PROJECTS

The CDBG-CV Projects / Budgets being proposed to the City Council for the FY 2019-20 Program Year are as follows:

Project Name	FY 2018-19 CDBG -CV Allocation	Proposed FY 2019-20 CDBG-CV Allocation	Projected General Fund Allocation	Total Program Costs FY 2019-20
Emergency Rental Assistance Program	N/A	\$165,00000	\$0.00	\$165,000.00
Virtual Youth Services Program	N/A	\$25,000.00	\$0.00	\$25,000.00
Grocery Delivery Program	N/A	\$35,908.00	\$0.00	\$35,908.00
Grand Total	N/A	\$358,541.00	\$14,073.00	\$664,803.00

PROGRAMS/PROJECTS

- **Emergency Rental Assistance Program**

Activity Summary – This Emergency Rental Assistance will program provide emergency rental assistance grants to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough, or reduction in hours or pay, residing in eligible census tracts within the City. Emergency Rental Assistance grants are rental payments made on behalf of an income-eligible household, up to \$1,300 per month, for a maximum period of 3 months to maintain housing and/or to reduce rental payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic.

- **Virtual Youth Services Program**

Activity Summary – This will allow City staff to coordinate a bi-monthly grocery delivery service for Cudahy residents who are currently sheltering in place due to State and local health and safety mandates related to the existing COVID-19 pandemic. Twice a month, households will receive various food products. The food will be delivered via taxi service. This program will provide food supplies to approximately 250 clients per event.

- **Senior Services Program Human Services Association (HSA)**

Activity Summary – Activity Summary – This will allow City staff to coordinate youth services to be provided virtually by the YMCA. Virtual services would consist of educational and educational classes available to Cudahy youth online during the summer months while they continue to shelter in place for health and safety purposes as a result of the existing COVID-19 pandemic. This will allow young members of the community to safely participate in fun and educational/recreational activities from the safety of their homes.

CONCLUSION

Staff recommends that the City Council review and approve the projects/programs for CDBG Cares Act (CDBG-CV) Supplemental funding for the Fiscal Year (FY) 2019-20 by adopting Resolution No. 20-12 CDBG.

FINANCIAL IMPACT

It is estimated that the CDBG Cares Act (CDBG-CV) Supplemental funding allocation for FY 2019-20 will be approximately \$220,908.

ATTACHMENTS

- A. Resolution No. 20-12 CDBG, Approving Projects / Programs for CDBG Cares Act (CDBG-CV) Supplemental funding for the Fiscal Year (FY) 2019-20
- B. 2020 Revised Income Limits Guide

RESOLUTION NO. 20-12 CDBG

A RESOLUTION OF THE CITY OF CUDAHY CITY COUNCIL APPROVING PROJECTS/PROGRAMS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING DURING THE 2019-20 FISCAL YEAR

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes \$5 billion in additional CDBG funding to prevent, prepare for, and respond to the COVID-19 pandemic.

WHEREAS, the City of Cudahy has received notification of the availability of \$220,908 in federal Community Development Block Grant (CDBG) CARES Act Supplemental funding to further the attainment of COVID-19 emergency response efforts and goals during Fiscal Year 2019-20; and

WHEREAS, community-based and other local non-profit organizations that serve the residents of Cudahy have been invited to submit proposals for the utilization of these funds; and

WHEREAS, the Cudahy City Council has published information regarding eligible activities under the Act and has conducted a public hearing to solicit suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The Cudahy City Council hereby allocates the City's available CDBG funds for FY 2019-20 for the following purposes:

Emergency Rental Assistance Program	\$ 160,000
Virtual Youth Services Program	\$ 25,000
Grocery Delivery Program	\$ 35,908
Total	\$ 220,908

Section 2: The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjust project budgets, implementing a new or cancelling existing activities, to allow for the timely expenditure of CDBG CARES Act Supplemental funds.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 19th day of May 2020.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

CERTIFICATION

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 20-12 CDBG, 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 19th day of May 2020, and that said Resolution was adopted by the following vote, to-wit:

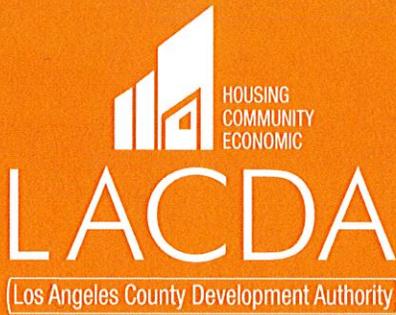
AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Assistant City Clerk



GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER:	CDBG 20-0008 FRHS 20-0001 BFH 20-0001	SUBJECT:	2020 INCOME GUIDELINES		
DATE:	APRIL 27, 2020	EFFECTIVE DATE:	IMMEDIATELY	PAGE	1 OF 2

**TO: PARTICIPATING CITIES
COMMUNITY-BASED ORGANIZATIONS
OTHER PUBLIC AGENCIES
COUNTY DEPARTMENTS
LACDA DIVISIONS**

The 2020 income guidelines (effective April 1, 2020) for use in Community Development Block Grant (CDBG), Bringing Families Home (BFH), and Family Reunification Housing Subsidy (FRHS) programs are listed below. These guidelines should be used to determine compliance with each program's objective of providing benefit to income-eligible persons. They are also used in determining eligibility for the Public Housing and Section 8 Programs and are effective until a new schedule is issued.

The CDBG Program defines annual income according to the Section 8 Housing Assistance Payments Program, thus we are subject to the definition of "Extremely Low-Income," per the 2014 Consolidated Appropriations Act. Since the 30% Average Median Income (AMI) limits are not the same as the "Extremely Low-Income" limits, the CDBG Program must use the income guidelines, as outlined below.

2020 INCOME LIMITS

Number of Persons	Extremely Low-Income	Low-Income	Moderate-Income
1	\$23,700	\$39,450	\$63,100
2	\$27,050	\$45,050	\$72,100
3	\$30,450	\$50,700	\$81,100
4	\$33,800	\$56,300	\$90,100
5	\$36,550	\$60,850	\$97,350
6	\$39,250	\$65,350	\$104,550
7	\$41,950	\$69,850	\$111,750
8	\$44,650	\$74,350	\$118,950

*Please note that the 2020 median family income for Los Angeles County is \$77,300.

In order to clarify any misunderstanding from the differences in terms between the Public Housing, Section 8, CDBG, BFH, and FRHS Programs, the following is provided for your information:

COMPARISON OF TERMS IN DETERMINING INCOME LEVELS			
BFH & FRHS	CDBG	SECTION 8	% OF MEDIAN
Extremely Low-Income	Extremely Low-Income	Extremely Low-Income	Equal to or less than 30%
Low-Income	Low-Income	Very Low-Income	31% to 50%
Not Eligible	Moderate-Income	Low-Income	51% to 80%

For all agencies utilizing CDBG-approved *Public Service Self-Certification Forms*, please be sure to incorporate these revised income guidelines into your forms immediately (the *Public Service Self-Certification Form* does not apply to the BFH and FRHS Programs).

Should you have any questions, please contact your Contract Manager.

Sincerely,



DAVON BARBOUR, Director
Community & Economic Development Division

DB:DV:EQ:AC:ab
K:\GMU COMMON\BULLETINS (Working File - WORD Version)\CDBG\2020\2020 Income Guidelines.docx



Item Number 12A

STAFF REPORT

Date: May 19, 2020

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

From: Santor Nishizaki, Acting City Manager
By: Jennifer Hernandez, Human Resources Manager

Subject: **Consideration to Approve a Fifth Amendment to the Legal Services Agreement (PSA) with Liebert Cassidy Whitmore (LCW) for Employment Matters**

RECOMMENDATION

The City Council is requested to approve a Fifth Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore (LCW) for employment related matters (July 1, 2019 through June 30, 2020).

BACKGROUND

1. In late 2017, CalPERS notified the City that it did not have a resolution authorizing the City to pay EPMC for its employees. CalPERS requested that the City provide a Resolution. The City worked with CalPERS to draft the attached Resolution No. 18-27 to apply both retroactively and prospectively¹. On February 18, 2014, and October 21, 2014, the City amended the Agreement with Gallagher & Padilla to reflect a change to the firm's name and to modify the scope of work with Olivarez Madruga. The City, under the previous contract with Olivarez Madruga, provided a specified monthly retainer (compensation) for a variety of legal services, including general advice and consultation on labor and employment issues; and preparation, review, and editing of legal opinions, ordinances, resolutions, contracts, and other legal documents. The monthly retainer with Olivarez Madruga did not include "Special Matters" related to employment and labor such as:
 - The conduct of investigations;
 - The defense and/or representation of CITY in the disposition of all workers' compensation claim matters;

- The defense and/or representation of CITY in the conduct of employee layoffs, reassignment, disciplinary proceedings and/or termination proceedings beyond general legal advice and consultation. Special services include drafting of notices for intent to discipline, attending investigative or disciplinary proceedings and all preparation and representation at all such proceedings, including the preparation of briefs, correspondence and reports in the conduct of the same;
- The representation of City in collective bargaining negotiations or proceedings for represented employees and the representation of City in labor and employment negotiations with unrepresented employees;
- Civil subpoenas; and
- Internal investigations.

Under the agreement, the above mentioned "Special Matters" may be handled by an attorney with Olivarez Madruga at an additional cost, or Olivarez Madruga may assign this work to other firms, subject to the City Manager's approval.

2. On April 2, 2015, the City Manager and City Attorney reached an agreement that the referral of employment law matters and labor negotiations to outside neutral counsel would be in the best interests of the City. This discussion centered on other pressing matters that required the immediate attention of the Olivarez Madruga team, and the understanding that employment law is a broad and complex area of practice impacting every aspect of the employer and employee relationship. It was agreed upon that LCW provides the subject matter expertise in labor relations, labor negotiations, retirement benefits, impasse resolution, Fair Labor Standards Act compliance, unfair labor practices, and other employment related matters and could serve the City well in these areas.
3. On April 21, 2015, the City Council approved its first Legal Services Agreement with Liebert Cassidy Whitmore. LCW provides the subject matter expertise in labor relations, labor negotiations, retirement benefits, impasse resolution, Fair Labor Standards Act compliance, unfair labor practices, and other employment related matters and would serve the City well in these areas.
4. On June 18, 2019, City Council adopted Fiscal Year (FY) 2019-20 budget and appropriated funds for Liebert Cassidy Whitmore in the amount of \$40,000.
5. On March 4, 2020, the Los Angeles County Board of Supervisors (Board) and the Department of Public Health (Public Health) declared a local and public health emergency in response to the increased spread of coronavirus across the country.

6. On March 11, 2020, the World Health Organization characterized the outbreak of COVID-19 as a pandemic.
7. On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency.
8. On March 19, 2020, the office of California Governor Gavin Newsom announced the Safer at Home order intended to protect the health and well-being amongst all Californians and help slow the spread of COVID-19. The City of Los Angeles and County of Los Angeles followed the lead of the Governor shortly thereafter.

ANALYSIS

Although the City is very satisfied with the legal services rendered to date by Olivarez Madruga Lemieux O'Neill (OMLO), on a series of occasions, the City has relied on consortium participation with Liebert Cassidy Whitmore (LCW) to assist staff with labor related legal matters, due a to a lack of available attorney's with subject matter expertise in employment law by our current legal counsel. This fact, coupled with the large number of projects that OMLO currently has, and will be undertaking in the upcoming months, has compelled the City Manager to explore contracting with LCW. This is being done in an effort to offset OMLO's current workload, as well as resolve labor related legal matters in a cost-efficient matter, as LCW is highly specialized in employment law, and can turn over projects in this area of law at a much quicker rate.

The City proposes to continue working with T. Oliver Yee, Partner of LCW, to serve as the City's designated attorney. Oliver Yee currently serves several other local Gateway Cities and comes with excellent references. He has also successfully assisted the City of Cudahy with negotiating a Memorandum of Understanding (MOU) that reduced short and long-term personnel costs from FY 2015-2019 and then again from FY 2019 - 2022, while also maintaining a positive working relationship with the Cudahy Miscellaneous Employee Association (CMEA) and their labor representation.

The City recently concluded its labor negotiation process within budget, however shortly thereafter, the City encountered increased and unforeseen legal needs related to labor matters in response to Federal, State, and local mandates triggered by the COVID-19 pandemic. LCW has been working diligently with City staff, and in coordination with the OMLO team, to swiftly address labor related matters in response to State at Home order N-33-20, and subsequent updates to the order. These efforts have helped significantly reduce liability from the City's labor side in addressing mandated COVID-19 guidelines.

CONCLUSION

The Council is requested to approve the attached Agreement with LCW to address pressing special legal matters, related to labor, in ongoing efforts to address COVID-19. Not doing so may cause significant delays in the City's response efforts to comply with Federal, State, and local mandates. It can also significantly increase already heavy workloads for our general legal counsel, which can result in delays in addressing pressing legal matters.

FINANCIAL IMPACT

Approval of the Fifth Amendment will result in a not to exceed amount of \$60,000 (previous not to exceed sum under the Fourth Amendment was \$40,000.00). Costs associated with this agreement have been appropriated as part of the FY 2019-20 City Budget.

Although this contract amendment will not pose any additional impacts to the General Fund outside what is currently appropriated as part of the FY 2019-20 City Budget, the City will still be putting forth efforts to recover costs incurred as part of emergency response efforts to COVID-19 from CalOES and FEMA wherever possible.

ATTACHMENTS

- A. Fourth Amendment to Agreement for Special Services
- B. Fifth Amendment to Agreement for Special Services
- C. LCW Firm Resume
- D. T. Oliver Lee, Partner - Resume

FOURTH AMENDMENT

LEGAL SERVICES AGREEMENT

This Fourth Amendment to Legal Services Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF CUDAHY, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time. Based on the foregoing, Attorney’s total compensation for the work performed under this Agreement may not exceed the sum of \$40,000.00, unless mutually agreed upon by the parties (previous not to exceed sum under Third Amendment was \$50,000.00).

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00) (previous rates under Third Amendment were \$210.00 - \$370.00), Two Hundred Forty Dollars (\$240.00) (previous

rates under Third Amendment were \$195.00 - \$230.00) for time of Labor Relations/HR Consultant and from One Hundred Thirty to One Hundred Seventy-Five Dollars (\$130.00 - \$175.00) (previous rates under Third Amendment were \$80.00 - \$170.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page (same under Third Amendment). A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. **Professional Liability Insurance**

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the

rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for

this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

7. **Assignment**

This Agreement is not assignable without the written consent of City.

8. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

9. **Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paraprofessionals & Litigation Support	\$130.00 - \$175.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page

10. Term

This Agreement is effective July 1, 2019 through June 30, 2020, and may be modified by mutual agreement of the parties. The agreement may be terminated by either party upon thirty (30) days written notice.

CITY OF CUDAHY:

LIEBERT CASSIDY WHITMORE, A
Professional Corporation

By: 

Jose E. Pulido, City Manager

By: 

Grant Whitmore

Date: 7/17/19

Date: 7-22-19

ATTEST:

APPROVED AS TO FORM:

By: 

Richard Iglesias, Assistant City Clerk

By: 

Victor M. Peadar

Date: 7/17/19

Date: 8/21/19

FIFTH AMENDMENT
LEGAL SERVICES AGREEMENT

This Fifth Amendment to Legal Services Agreement (“5th Amendment”) is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF CUDAHY, A Municipal Corporation (“City”).

1. Conditions

This 5th Amendment will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this 5th Amendment.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time. Based on the foregoing, Attorney’s total compensation for the work performed under this 5th Amendment may not exceed the sum of \$60,000.00 (a \$20,000.00 increase from the previous not to exceed sum) unless mutually agreed upon by the parties (previous not to exceed sum under Fourth Amendment was \$40,000.00).

The current range of hourly rates for Attorney time is from Two Hundred Ten to

Three Hundred Eighty Dollars (\$210.00 - \$380.00), Two Hundred Forty Dollars (\$240.00) for time of Labor Relations/HR Consultant and from One Hundred Thirty to One Hundred Seventy-Five Dollars (\$130.00 - \$175.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15). A Public Agency Fee Schedule is attached to this Fifth Amendment.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest

incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this Fifth Amendment, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

7. Assignment

This Fifth Amendment is not assignable without the written consent of City.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Fifth Amendment, is an independent contractor and not an employee of City.

9. Authority

The signators to this Fifth Amendment represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Fifth Amendment on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Fifth Amendment is effective July 1, 2019 through June 30, 2020, and may be modified by mutual agreement of the parties. The Fifth Amendment may be terminated by either party upon thirty (30) days written notice.

CITY OF CUDAHY:

LIEBERT CASSIDY WHITMORE, A
Professional Corporation

By: _____
Santor Nishizaki Acting City
Manager

By: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Richard Iglesias
Assistant City Clerk

Date: _____

By: _____

Date: _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paraprofessionals & Litigation Support	\$130.00 - \$175.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page



Firm Resume

A PROFESSIONAL LAW CORPORATION

EMPLOYMENT LAW | LABOR RELATIONS | EDUCATION LAW | MANAGEMENT TRAINING

www.lcwlegal.com

With offices in Los Angeles, San Francisco, Fresno, San Diego and Sacramento, Liebert Cassidy Whitmore provides services for a majority of cities, counties and community colleges as well as a substantial number of school districts in California. The Firm is a full service employment and labor relations law firm providing expert consultation, representation, litigation, negotiation and investigation services to public agency management. In addition, the Firm produces a wide-range of dynamic management training workshops and seminars in employment and labor relations issues to cities, counties, courts, special districts, schools, community college districts, and state universities.

Negotiation Services

Members of Liebert Cassidy Whitmore have successfully negotiated thousands of labor agreements for cities, counties, special districts and school and college districts. The agreements negotiated on behalf of these and other public employers, depending upon the particular philosophy and circumstances of a given agency, have run the gamut from brief understandings limited to benefit items to comprehensive labor agreements that define substantially all terms of employment. These comprehensive MOU's, through management rights, waivers and "zipper" type clauses, provide protection to management's ability to manage the agency. Members of the firm are experienced in collaborative/interest based bargaining techniques as well as the more traditional labor negotiations approach.

In addition to conducting negotiations for public employers, we continually work with public agencies that employ staff personnel to do their own negotiations. This arrangement has involved all aspects of consultation and related services, including writing initial bargaining proposals, reviewing counter-proposals, providing training and advice concerning negotiating strategies, and giving general advice when particular problems arise.

Negotiating Impasses

Services provided by members of the firm have included direct participation, as well as general consultation in hundreds of mediation, fact-finding and arbitration proceedings.

Strikes

We have worked with many public sector clients in contingency planning for job actions and in assisting them in strike-related activities. A firm partner co-authored the "Management Strike Handbook" published by the International Personnel Management Association.

Contract Administration and Grievance Handling

The firm has extensive experience in the area of grievance administration, ranging from giving advice at the administrative levels of the grievance process through litigating arbitration cases.

Public Employment Relations Board Representation

Members of the firm have had many years of experience representing our clients in all phases of PERB proceedings, from consultation and responses to Unfair Labor Practice claims through PERB hearings and court appeals. A firm partner served as counsel to the PERB Board's first Chairperson as well as serving as a PERB Administrative Law Judge. Another firm partner served as a representative of the League of California Cities and the California Association of Counties in the legislative and administrative proceedings in connection with the PERB assuming jurisdiction over local agency employment relations.

Our Approach to Negotiations

- We work with and for the chief administrative official and his/her designated staff, and through him/her with the Governing Body. We provide professional advice to assist the agency in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.
- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, "hard bargaining," and finally to agreement, impasse procedure, or work action. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.
- Our philosophy is not one of "union busting," but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process.
- We call to the attention of our clients that in return for agreeing to competitive benefit adjustments, it is reasonable for them to seek to contractually protect and maximize their management discretion to set standards of service and retain the prerogative to direct, assign, and stimulate employees to meet them.
- We see the conclusion of negotiations as the beginning for establishing a constructive employer-employee organization-employee relations structure, which

requires management training and ongoing involvement with agency management on our part.

- While one member of the firm handles a particular negotiating unit, at least one other designated attorney will be kept advised so that at all times the client has access to an attorney who is familiar with the status of the situation in each bargaining unit.

Local Agency Employment Law Services

We have worked closely with city attorneys, county counsels and general counsels, and have directly handled the representation for our local agency clients in literally hundreds of legal proceedings before civil service and personnel boards, arbitrators, the Public Employment Relations Board (PERB), state and federal EEO and other administrative agencies and the courts. These proceedings have covered the full spectrum of employer-employee relations matters, including such matters as civil service appeals, recognition and unit representation matters, unfair labor practice charges and related negotiating issues, employment discrimination matters, pension and disability issues, wrongful termination and Fair Labor Standards Act claims.

Investigations Practice Group

The firm's Investigation Practice Group specializes in investigating allegations of discrimination, harassment and other misconduct. Our investigative practice primarily serves private sector employers and public sector agencies that are not already firm clients. However, we also represent current clients on a case-by-case basis depending upon the specific facts and allegations at issue.

Because of confidentiality issues, we do not identify those employers for whom we have conducted outside investigations. We have conducted investigations for organizations in the hospitality, legal and trade industries as well as public sector agencies.

We continue to publish articles and present workshops on the topic of investigations. Our workshops identify the key components of a successful investigation including how and when to begin an investigation, who should conduct the investigation, how to maintain confidentiality, how to organize and execute an effective investigation, and how to evaluate the facts and take corrective action once the investigation is completed.

Audit Services

By virtue of the public agency background of members of the firm, we have extensive experience in developing local agency Employer-Employee Relations Resolutions/Ordinances and personnel policies and procedures. A firm partner developed the League of California Cities Sample Employer-Employee Relations and Personnel Policies and Procedures Ordinances. The firm does extensive work in reviewing agency civil service/personnel policies and rules to assure continuing consistency with the ever-changing dictates of EEO and affirmative action, labor relations and other laws and administrative regulations.

Members of the firm conduct comprehensive audits regarding agency's compliance with the Fair Labor Standards Act (FLSA). Additionally, the firm publishes a comprehensive guide, "Fair Labor Standards Act: A Public Sector Compliance Guide," that serves as a reference to agencies across the country.

To learn more about the FLSA Audits, visit www.lcwlegal.com/flsa-audit where you can find detailed information about what an FLSA audit entails.

Retirement Practice

The firm provides advice and counsel to public agencies regarding the laws and regulations of public employee retirement plans, including PERS, the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health insurance issues. The firm defends public agencies that are sued regarding retirement issues, defends public agencies and their employees and retired employees in retirement in cases where PERS acts to reduce benefits, and represents public agencies in disability and industrial disability retirement appeals. The firm helps agencies defend against PERS and other retirement board audits and, where necessary, files administrative appeals to challenge any negative audit findings.

Members of the firm advise on all issues related to PERS, 1937 Act and STRS benefits. For example, we provide advice and counsel to clients regarding retirement formulas, the rules on reportable compensation, PERS and 37 Act contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liabilities, retiree health benefits, vested rights and elected official benefits.

Retirement issues have major impacts on agency labor relations. The firm provides strategy and guidance during negotiations in regards to retirement benefits, including acting as chief negotiator. We review agency policies and collective bargaining agreements/memoranda of understanding to ensure that they comply with applicable law.

We represent agencies in retirement related administrative appeals and litigation, and have assisted agencies defend claims of underfunding as well as fiduciary obligations.

Litigation Services

Liebert Cassidy Whitmore attorneys strive to prevent employment disputes before they arise through education, training, audits, advice, planning, and cooperative employer-employee relations. When employment disputes do arise, our defense efforts are designed to meet each client's particular needs, goals, and budget.

We specialize in representing public agencies in the defense of legal actions and enjoy the reputation of a results-oriented, successful litigation firm. We are experts in all phases of litigation in both federal and state courts: pleading, discovery, motion practice, alternative dispute resolution, settlement and trial.

Our particular expertise is the defense of public agencies in actions brought by employees, former employees, applicants or other individuals alleging employment related claims such as violations of the California Fair Employment and Housing Act; Federal Civil Rights Acts (*e.g.*, section 1981 and 1983 claims); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Meyers-Miliias-Brown Act; Family and Medical Care Leave Acts; wrongful termination; and violation of state and/or federal constitutional rights such as due process, First Amendment and privacy rights.

The firm's attorneys have handled a number of cases that have culminated in jury trials resulting in defense verdicts. These cases included claims for violation of constitutional rights; violation of the Age Discrimination in Employment Act; violation of the disability provisions contained in the Fair Employment and Housing Act; reverse discrimination; sex discrimination; sexual harassment; national origin discrimination; age discrimination; intentional infliction of emotional distress and retaliation claims under both state and federal laws.

Consulting and Training Services

One of the firm's greatest sources of accomplishment comes from its record of success in counseling and advising its clients on the best ways to avoid becoming a party to adversary proceedings. We were "pioneers" in the training field by creating "consortiums" of agencies. The thirty-two Employment Relations Consortiums (ERCs) are comprised of over 500 cities, counties, schools, community college districts, and

state universities as well as other public sector agencies.

As part of our ERC services, we provide ongoing training on current developments in labor relations and personnel law on subjects including negotiation strategies; performance evaluations; disciplinary actions; employment discrimination, including harassment and ADA issues; Family and Medical Care Leave Acts; violence in the workplace; effective supervision; grievance administration; law enforcement issues and special workshops for governing board members. Experience over the years confirms that not only have the member agencies found the consulting and training services helpful, but an invaluable opportunity for the exchange of ideas and information between agency management.

The firm provides individual training services to public agencies on a half-day or full-day basis. We customize these training programs to the precise needs of the client. For example, we have provided on-site training programs to employees and/or supervisors and managers of over one hundred agencies last year.

Members of the firm make presentations on employment relations law issues to a variety of professional organizations including:

American Arbitration Association
American Bar Association
Association of California Community College Administrators
Association of California School Administrators
Association of California Water Agencies
Association of Chief Business Officials
Association of Chief Human Resources Officers for Community College Districts
Association of Legal Administrators
California Association of Joint Powers Authorities
California Association of Independent Schools
California Association of Public Retirement Systems
California Charter Schools Association
California Community College Internal Auditors
California Community College Student Affairs Association
California Council of School Attorneys
California County Counsels Association
California Fire District Association
California Law Enforcement Association of Records Supervisors
California Municipal Finance Officers
California Peace Officers Standards and Training (POST) Academy
California Police Chiefs Association
California Public Employer Labor Relations Association

California Sanitation Risk Management Authority
California School Boards Association
California Society of Municipal Finance Officers
California Special Districts Association
California State Association of Counties
California State Bar Labor and Employment Law Section
California State Sheriffs Association
Center for Collaborative Solutions
Chief Instructional Officers and Chief Student Services Officers
City Attorneys Association of Los Angeles County
College and University Personnel Association
Community College League of California
County Personnel Administrators Association of California
Fire Districts Association of California
International Personnel Management Association
League of California Cities
Los Angeles County Bar Association Labor and Employment Law Symposium
National Employment Law Institute
National Higher Education Law and Policy Institute
National Institute of Municipal Law Officers
National Public Employer Labor Relations Association
Public Agency Risk Management Association
Public Risk Management Association
Professionals in Human Resources Association
Southern California Labor Relations Council
Southern California Personnel Management Association

6033 West Century Blvd.
5th Floor
Los Angeles, CA 90045
tel: 310.981.2000

135 Main Street
7th Floor
San Francisco, CA 94107
tel: 415.512.3000

5250 N. Palm Avenue
Suite 310
Fresno, CA 93704
tel: 559.256.7800

550 West "C" Street
Suite 620
San Diego, CA 92101
tel: 619.481.5900

400 Capitol Mall
Suite 1260
Sacramento, CA 95814
tel: 916.584.7000



T. Oliver Yee

Partner | Los Angeles

oyee@lcwlegal.com

Tel: 310.981.2044

EXPERIENCE

Oliver provides representation and legal counsel to Liebert Cassidy Whitmore's city, county, special district, school and community college district, and public safety clients. His practice involves representing and advising clients on a variety of labor and employment issues including labor negotiations, personnel rules and policies, the Fair Labor Standards Act, laws and regulations of public employment retirement plans, unfair labor practices, employee grievances, leave and disability issues, and disciplinary actions.

Oliver is an experienced labor negotiator, having represented public agency clients as their chief negotiator in all aspects of the negotiations process, from the pre-negotiations planning phase up to and including impasse and fact finding. He has also successfully represented clients before the Public Employment Relations Board, and regularly provides advice and counsel on negotiations and labor relations strategy. In addition, Oliver regularly provides advice and counsel on retirement issues, and has successfully represented clients on appeals involving CalPERS and disability retirement determinations.

Oliver also specializes in providing audit services. He relies on his vast experience in labor relations and litigation to bring thoughtful and innovative review and analysis to the audit process. He is an author of the Liebert Model Personnel Policy Portal (LMP3), a set of model personnel policies for public agencies, and regularly audits personnel rules, administrative policies, and employee handbooks. In addition, Oliver's successful representation of clients in FLSA litigation enables him to be an effective auditor on FLSA-related issues.

Oliver has successfully represented clients in class action matters involving the FLSA, and single plaintiff litigation employment matters in both state and federal court from inception through discovery, pre-trial proceedings, and settlement or trial. He has also successfully defended agencies in disciplinary actions, and regularly advises clients on disciplinary matters.

Oliver is a prolific and dynamic presenter in Liebert Cassidy Whitmore's training program. He regularly trains governing bodies, managers, supervisors and human resources personnel. He also frequently presents at public sector conferences on relevant labor and employment topics. Oliver relies on his extensive training experience to provide proactive preventative advice and counsel to clients.

In 2013, 2014 and 2015, Oliver was named a Southern California *Super Lawyers Rising Star* - Labor and Employment Law.

EDUCATION

JD, Washington University School of Law, St. Louis
 BA, Washington University, St. Louis
 MA, Washington University, St. Louis

LEGAL EXPERTISE

Audit Services
Employment Law
Labor Relations & Collective Bargaining
Litigation Services
Public Education
Public Safety
Retirement, Health & Disability
Wage & Hour

REPRESENTATIVE MATTERS

LITIGATION

Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al. (2012) - Handled a Fair Labor Standards Act collective/class action case where the U.S. District Court granted a County law enforcement employer's summary judgment motion. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff (collectively "the County"). The district court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The district court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

Rosales v. County of Los Angeles (2011) - This FLSA collective action sought compensation for unreported overtime and certification of a class of 700 IHSS social workers who evaluated IHSS recipients' needs and made recommendations regarding the services to be performed by IHSS providers. We successfully defeated plaintiffs' attempt to certify the class and limited the case to just one social worker. The case then settled for nuisance value.

Petersen Law Firm v. City of Los Angeles (2009 and 2013) - Represented City and individual defendants in an action in which they prevailed on an Anti-SLAPP motion in a case challenging investigation of police officers. After the matter was appealed and remanded, the trial court reconsidered the City's motion for attorney's fees and ruled that the City was entitled to recover the entire amount of attorney's fees and costs it requested.

Bentley v. County of Los Angeles, et al (2009) - In a federal lawsuit a County client defeated a motion for conditional certification of a collective action filed by a potential lead plaintiff in a Fair Labor Standards Act ("FLSA") wage and hour action.

NEGOTIATIONS

Orange County Cemetery District - Oliver served as chief negotiator during MOU negotiations, and successfully negotiated a labor agreement between the District and its miscellaneous employee unit.

City of Whittier - Oliver served as chief negotiator during MOU negotiations with the City's miscellaneous employee unit.

City of Cudahy - Oliver served as chief negotiator during MOU negotiations with the City's miscellaneous employee unit.

The Accelerated School - Oliver is currently serving as chief negotiator during collective bargaining negotiations with the school's miscellaneous and teacher employee units.

City of Redlands - Oliver served as chief negotiator during MOU negotiations, and successfully negotiated labor agreements between the City and its safety employee groups.

City of La Verne - Oliver served as chief negotiator during MOU negotiations. He also represented the City in factfinding and impasse proceedings, which resulted in the implementation of terms and conditions of employment for a safety employee group.

City of Sierra Madre - Oliver has provided advice and counsel over the years during the City's MOU negotiations and in its labor relations with its employee groups.

AWARDS

Selected for inclusion in Southern California *Super Lawyers Rising Stars* in the field of Labor and Employment, 2013-2015

PUBLICATIONS

Independent Contractor = No CalPERS Membership, Right? Not so Fast!, May 24, 2016

Prevention, Prevention, Prevention! It's Time to Audit Your Agency's Personnel Rules, Apr 14, 2016

Top 5 Questions for Conducting MOU Review, Apr 13, 2016

Achieving Brown Act Success: What Are The Top Five "Dos And Don'ts" For Closed Session?, Jul 24, 2015

Drafting MOU Language Following a Tentative Agreement, May 6, 2015

PRESENTATIONS

A Supervisor's Guide to Labor Relations, North San Diego County ERC, Carlsbad, Jan 18, 2018

Moving Into The Future, North San Diego County ERC, Carlsbad, Jan 18, 2018

MOU Review: How to Comply With the Law and Clean Up That Language!, California Public Employer Labor Relations Association (CALPELRA) Annual Training Conference, Monterey, Dec 7, 2017

Legal Update, California Society of Municipal Finance Officers (CSMFO) Orange County Chapter Meeting, Orange, Oct 19, 2017

The Art of Writing the Performance Evaluation, Orange County Consortium, Cypress, Sep 21, 2017

Difficult Conversations, Orange County Consortium, Cypress, Sep 21, 2017

A Guide to Implementing Public Employee Discipline, Los Angeles County Department of Public Social Services, Norwalk, Aug 24, 2017

A Guide to Implementing Public Employee Discipline, Los Angeles County Department of Public Social Services, Norwalk, Aug 17, 2017

Preventing Workplace Harassment, Discrimination and Retaliation, Housing Authority of the County of San Bernardino, San Bernardino, Aug 2, 2017

Preventing Workplace Harassment, Discrimination and Retaliation, City of Bell, Bell, Jul 21, 2017

Train the Trainer Refresher: Harassment Prevention, Liebert Cassidy Whitmore, Los Angeles, Jun 16, 2017

The Promotional Process/Due Process/Exams, CSRMA, Blue Jay, May 11, 2017

The Promotional Process/Due Process/Exams, CSRMA, Los Flores, May 9, 2017

Public Meeting Law (the Brown Act) and the Public Records Act, SCCCD ERC, Anaheim, May 5, 2017

The Promotional Process/Due Process/Exams, CSRMA, Goleta, May 3, 2017

Council/Manager Government Roles, Responsibilities and Protections, City of Bell, Bell, Apr 26, 2017

Council/Manager Government Roles, Responsibilities and Protections, City of Bell, Bell, Apr 26, 2017

Supervisor Bootcamp, Los Angeles County Employees Retirement Association - LACERA, Pasadena, Apr 19, 2017

Labor Negotiations from Beginning to End, East Inland Empire ERC, Fontana, Apr 13, 2017

MOU Auditing and The Book of Long Term Debt, East Inland Empire ERC, Fontana, Apr 13, 2017

Board Ethics, Mt San Jacinto College, Temecula, Apr 7, 2017

Train the Trainer: Harassment Prevention, Liebert Cassidy Whitmore, Los Angeles, Apr 5, 2017

OSHA and Reasonable Suspicion, CSRMA, Blue Jay, Mar 29, 2017

OSHA and Reasonable Suspicion, CSRMA, Los Flores, Mar 28, 2017

OSHA and Reasonable Suspicion, CSRMA, Goleta, Mar 22, 2017

But What About the Impacts? - How to Effectively Negotiate Discrete (Non-MOU) Issues, Liebert Cassidy Whitmore 2017 Annual Conference, Anaheim, Mar 9, 2017

Difficult Conversations, Gateway Public ERC, Norwalk, Mar 2, 2017

Defining Board and Staff Roles and Relationships Parts 1 and 2, California Special Districts Association (CSDA) Special District Leadership Academy Conference, San Diego, Feb 28, 2017

FLSA, City of Long Beach, Long Beach, Feb 27, 2017

Difficult Conversations, Coachella Valley ERC, Palm Desert, Feb 23, 2017

Labor Negotiations from Beginning to End, Coachella Valley ERC, Palm Desert, Feb 23, 2017

HR Boot Camp for Special Districts, California Special Districts Association (CSDA) HR Boot Camp,

Rancho Cucamonga, Feb 21, 2017

Blank Page



Item Number 12B

STAFF REPORT

Date: May 19, 2020

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

From: Santor Nishizaki, Acting City Manager
By: Jennifer C. Hernandez, Human Resources Manager

Subject: **Adoption of a Resolution of the City Council of the City of Cudahy Approving Participation in the Los Angeles Urban County Community Development Block Grant Program by Authorizing the Mayor, or his/her Designee to Sign a Cooperation Agreement with the County of Los Angeles**

RECOMMENDATION

The City Council is requested to adopt Resolution No. 20-13, approving the Mayor or his/her designee to sign the Cooperation Agreement with the County of Los Angeles.

BACKGROUND

1. Prior to the execution of the newly established Cooperation Agreement, the LA County Community Development Authority (LACDA) – Grants Management Unit will require a resolution authorizing the Mayor or his/her designee to sign the Cooperation Agreement with the County on behalf of the City. This resolution is required for continued participation in Los Angeles County Community Development Block Grant (CDBG) Program.
2. On April 27, 2020, the Los Angeles Community Development Authority (LACDA) notified the City that due to a recent change in its branding, changing its agency name from the Los Angeles Community Development Commission (LACDC) to the LACDA, they will be requiring the following actions from its participating Cities for continued participation in LA County's CDBG Program:
 - Submit a resolution of the City Council approving participation in the Los Angeles Urban County CDBG Program by authorizing the Mayor, or his/her designee, to sign a Cooperation Agreement with the County of Los Angeles by no later than May 29, 2020;

and

- Return the three (3) provided Cooperation Agreements signed with original signatures on all three agreements by no later than May 29, 2020.

ANALYSIS

Every three (3) years, the County of Los Angeles must re-qualify with the U.S. Department of Housing and Urban Development (HUD) for entitlement status as an Urban County so that it can participate in the Community Development Block Grant (CDBG) Program. The LACDA is currently preparing to submit their documentation for this designation. The new qualification period will begin on July 1, 2021 and end on June 30, 2024. In order for the City to continue its participation in the County's CDBG Program, the City would need to approve the attached Participating City Cooperation Agreement (Attachment B).

This program is very important to our agency, as it has allowed us the opportunity to provide much needed public service programs and eligible construction projects, such as the monthly Food Distribution Program, ongoing Senior Services program, completion of the Lugo Park Soccer field and the Clara/Cudahy Park Restroom Rehabilitation Projects. Continued participation in this program would allow the City to continue to provide these beneficial services and project for the community.

CONCLUSION

If the City Council does pass a resolution approving this Participating City Cooperation Agreement, the City will not be able to participate in the County's CDBG program for the period of July 1, 2021 through to June 30, 2024.

FINANCIAL IMPACT

CDBG is a federally funded program that does not pose any fiscal impact to the General Fund, unless the City decides to leverage any CDBG program/project with additional funds outside of the City's annual allocation.

ATTACHMENTS

- A. Resolution No. 20-13 of the City Of Cudahy approving participation in the Los Angeles Urban County Community Development Block Grant Program By Authorizing The Mayor, Or his/her Designee To Sign A Cooperation Agreement With The County Of Los Angeles

- B. County of Los Angeles Community Development Block Grant Program Home Investment Partnership Program - Participating City Cooperation Agreement

RESOLUTION NO. 20-13

A RESOLUTION OF THE CITY OF CUDAHY APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City of Cudahy desires to continue its participation in the Los Angeles County Community Development Block Grant (CDBG) Program for the qualification period July 1, 2021 to June 30, 2024; and

WHEREAS, the city authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CUDAHY AS FOLLOWS:

SECTION 1. The City Council adopts and approved the County of Los Angeles Participating City of Cooperation Agreement between the City of Cudahy and the County of Los Angeles for the time period of July 1, 2021 through June 30, 2023 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor or his/her designee to execute any and all documents necessary in the Los Angeles Urban County CDBG Program on behalf of the City of Cudahy.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 19th day of May 2020.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

CERTIFICATION

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the foregoing Resolution No. 20-13 was introduced and adopted at a regular meeting of the City Council of the City of Cudahy held on the 19th day of May 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Assistant City Clerk

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This Agreement is being entered into on this ____ day of _____, to be effective on the 1st day of July 2021, by and between the City of Cudahy, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2024. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County, or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Los Angeles County Development Authority, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program, the HOME Program and the ESG Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2021**, the beginning date of the first year of the new Urban County Qualification Period, which will end on **June 30, 2024**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Towards the end of the three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to

HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Urban County's certification under Section 104 (b) of Title I of the Act, as amended, regarding Title VI of the Civil Rights Act of 1964; the Fair Housing Act and affirmatively furthering fair housing as cited in 24 CFR 91.225(a); Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, and all other applicable laws and regulations.

Urban County funding is prohibited for activities in, or in support of, any City that does not affirmatively further fair housing within its local jurisdiction or that impedes the County's action to comply with the Fair Housing Certification.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. The City may not sell, trade or otherwise transfer all or any portion of CDBG funds at another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in

exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the Housing and Community Act of 1974.

12. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
13. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
14. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
15. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
16. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
17. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

such non-violent civil rights demonstrations within its jurisdiction.

18. The City shall provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i The dangers of drug abuse in the workplace;
 - ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 18.
 - d. Notifying the employee in the statement required by paragraph "a" of this Section 18 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
 - i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 18 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
 - f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 18, with respect to any employee who is so convicted:
 - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

Rehabilitation Act of 1973, as amended; or

- ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 18.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Deputy County Counsel

Date

COUNTY OF LOS ANGELES

CITY OF CUDAHY

By _____
EMILIO SALAS
Acting Executive Director
Los Angeles County Development Authority

By _____
MAYOR OR DESIGNEE

ATTEST:

City Clerk

By _____

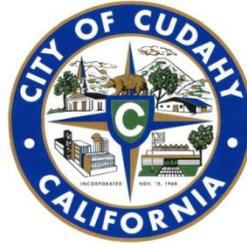
APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

By _____
City Attorney



Item Number 12C

STAFF REPORT

Date: May 19, 2020

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

From: Santor Nishizaki, Acting City Manager
By: Aaron Hernandez-Torres, P. E., Assistant City Engineer

Subject: **Consideration to Approve Construction Contract Award to California Professional Engineering, Inc., for the Cudahy Citywide Active Transportation Program Cycle 2 (ATP-2) – Wilcox Avenue Complete Streets and Safe Routes to Schools (SRTS) Project**

RECOMMENDATION

The City Council is requested to approve a Contract Services Agreement with California Professional Engineering, Inc., the lowest responsive and responsible bidder, in the bid amount of \$536,820, from Active Transportation Program (ATP-2) Federal Grant Funds to undertake the Cudahy Citywide Active Transportation Program Cycle 2 (ATP-2) - Wilcox Avenue Complete Streets and Safe Routes to Schools (SRTS) Project.

BACKGROUND

1. On March 17, 2015, the City entered an agreement with Transtech Engineers to provide Professional Consulting Services for On-Call Project Management and Project Design Services for Capital Improvement Projects (CIP) and Community Development Grant (CDBG) Projects.
2. On May 1, 2015, the City prepared and submitted a Grant Application for the Wilcox Avenue Complete Streets and Safe Routes to Schools (SRTS) Project under the Active Transportation Program - Cycle 2 (ATP-2).
3. On February 8, 2016, the California Department of Transportation (Caltrans) notified City staff of the ATP-2 Grant Award to the City in the amount of \$1,344,000 to fully fund the above-mentioned project.

4. From February 24, 2016, to September 14, 2017, the Engineering Department worked on the implementation of the awarded ATP-2 Grant and executed all necessary agreements with corresponding agencies (Caltrans and Metro).
5. In June 2018, City staff included expenses for the Design Phase of the Project in the amount of \$143,000 in the City's Budget for Fiscal Year (FY 2018/19).
6. On November 13, 2017, Transtech Engineers submitted a proposal for design services in the amount of \$102,538 for the ATP-2 Project, per contract agreement dated March 17, 2015, between City and Transtech Engineers.
7. On June 27, 2018, the Transtech proposal to provide design services for this project was approved, consistent with the contract agreement between City and Transtech Engineers approved on March 17, 2015.
8. On January 2, 2020, The California Transportation Commission (CTC) approved Construction Funds for the ATP-1 Project in the amount of \$1,074,000. This amount includes construction costs, contingency, and construction engineering/project management costs.
9. On March 20, 27, 2020, and April 3, 2020, the Engineering Department in coordination with the City Clerk Office issued a Notice to Contractors to procure construction services for the aforementioned project. The project was properly advertised in the newspaper for three consecutive weeks, construction plan rooms, and City's website.
10. On April 14, 2020, 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 \$536,820 to \$659,059. California Professional Engineering, Inc., submitted a bid proposal in the amount of \$536,820 and is the lowest responsive and responsible bidder.

ANALYSIS

To continue addressing growing community concerns surrounding pedestrian and bicycle safety, on May 1, 2015, the City applied for the Active Transportation Program – Cycle 2 (ATP-2) Federal Grant. In February of 2016, the City was awarded this grant in the amount of \$1,344,000 (with a \$27,000 local match to be paid from Measure R monies and no General Fund contribution). Accordingly, after design phase completion, the City received funds to proceed with construction in early 2020.

The City's Active Transportation Program - Cycle 2 (ATP-2) Grant focuses on 12 crossing locations either near schools, mid-block, or across significant arterials in the City. The project

will focus on the installation of safety enhancements for pedestrians at these locations and eliminating hazardous conditions along routes to schools.

The Project is in the City of Cudahy public right-of-way. The project includes 12 locations within the City boundaries along Wilcox Ave between Live Oak to the North and Patata St to the South, as well as midblock locations along adjacent streets.

These pedestrian improvements will have a direct impact within the immediate vicinity of the five schools located in the City: Teresa Hughes Elementary School; Park Avenue Elementary School; Elizabeth Learning Center; Ellen Ochoa Learning Center; and Jaime Escalante Elementary School.

The project's purpose is to address the immediate need by increasing the safety of crosswalks within the immediate vicinity of the five schools located in the City, as well as other traffic calming measures. While accommodating the large population of pedestrians and bicyclists by improving safety and mobility while increasing the number of pedestrian & bicycle trips, the City intends to reduce the number of vehicular trips. In turn, this project will contribute to the reduction of greenhouse gas emissions.

The project proposes pedestrian improvements and enhancements to the existing pedestrian routes to schools as required per current site conditions, which includes the implementation of one or more of the following items:

- Installation of LED pedestrian street lighting at crosswalk locations;
- High visibility markings & striping including raised pavement markers;
- Pedestrian countdown signal heads;
- Relocation and installation of flashing stop signs;
- Signage;
- Construction of curb extensions and/or bulb outs;
- Removal and reconstruction of concrete wheelchair ramps for ADA compliance;
- Slurry seal application
- Other traffic calming measures as deemed necessary per site-specific needs.

The project has been properly engineered with plans and specifications developed by Transtech Engineers. The project was properly bid, and three bids were received ranging in cost from \$536,820 to \$659,059:

- California Professional Engineering, Inc., submitted a bid proposal in the amount of \$536,820 and is the lowest responsive and responsible bidder.

The City's construction budget for the Project is based upon funding pursuant to Cycle 2 of the Active Transportation Program (ATP-2) conducted by Caltrans. The City's total construction budget based upon California Transportation Commission (CTC) approved funds is \$1,074,000.

Previously, in 2014, the City applied for Cycle 1 of the same Active Transportation Program (ATP-1) and completed the proposed Cudahy Citywide Pedestrian Crosswalk Improvement Project Safe Routes to School (SRTS) under ATP-1 on October 18, 2017

Failure to approve the work will not comply with the Program Supplement Agreement No. 008-F to Administering Agency State Agreement No. 07-5369F15, which state that "administering agency agrees to award the construction contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award". Further, the City will lose ATP-2 funding for this project.

CONCLUSION

City Council approval of the Construction Contract Services Agreement with California Professional Engineering, Inc., would improve safety on 12 crossing locations either near schools, mid-block or across major arterials in the City. The project will focus on the installation of safety enhancements for pedestrians at these locations and eliminating hazardous conditions along routes to schools. Also, approval of the plan and the associated contract would prevent much more costly infrastructure repairs in the future.

FINANCIAL IMPACT

The project has been budgeted in the Fiscal Year (FY) 2020/21 City's Budget using Non-General Fund monies. Active Transportation Program Cycle 2 (ATP-2) funds in the amount of \$1,074,000 have been allocated for the specific purpose of improving pedestrian and bicycle safety citywide, especially along routes to schools. The project, as developed, meets ATP-2 and Caltrans guidelines, and the expenditure of these funds are deemed appropriate.

This project is Federally Funded under the Active Transportation Program - Cycle 2 (ATP-2) as approved by the California Transportation Commission (CTC) with a \$27,000 local match to be funded with Measure R monies and no General Fund contribution.

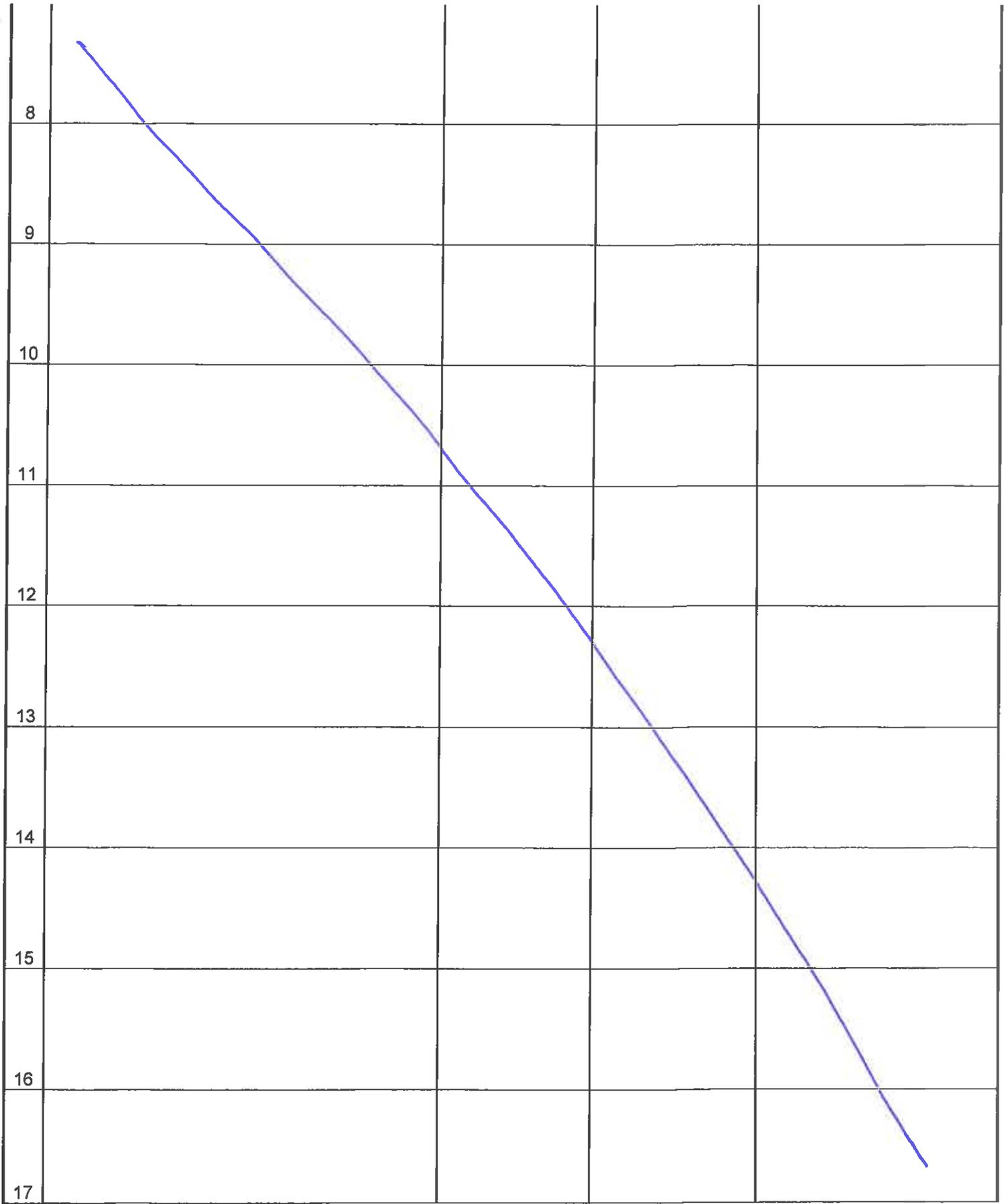
ATTACHMENTS

- A. Bid Opening Minutes
- B. Bid Proposal – California Professional Engineering, Inc.,
- C. Contract Services Agreement

BID OPENING MINUTES

Contracting Agency: City of CudahyAgency Representative: Richard Iglesias, Assistant City ClerkProject Name: Cudahy Citywide ATP Cycle 2 Project. Wilcox Avenue Complete Streets and SRTS ProjectFederal Project Number: ATPL-5369 (011)City Project Number: 235-7105-6720Bid Opening Date: April 14, 2020Time of Bid Opening: 2:00 PMPlace of Bid Opening: City Hall Chamber

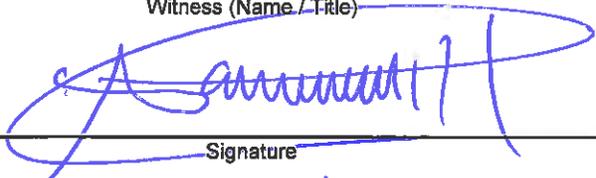
	NAME OF COMPANY	BID SUBMITTED		Amount of Bid
		Date	Time	
1	CALIFORNIA PROFESSIONAL ENGINEERING	04/14/20	11:11 AM	\$536,820 ⁰⁰
2	BELCO ELECTOR GROUP	04/14/20	1:56 PM	\$549,816 ⁰⁰
3	PTM GENERAL ENGINEERING SERVICES, INC	04/14/20	2:00 PM	\$659,059 ⁰⁰
4				
5				
6				
7				



LATE BID SUBMISSION

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

CERTIFICATION

AARON HERNANDEZ-TORRES A. CITY ENGINEER	
Witness (Name / Title)	Witness (Name / Title)
	
Signature	Signature
4/14/20	
Date	Date

BIDS OPENED BY: Richard Iglesias, Assistant City Clerk
RICHARD ILESIAS, ASSISTANT CITY CLERK AND AARON HERNANDEZ-TORRES, P. E., ASSISTANT CITY ENGINEER


 April 14, 2020

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**C. BIDDER'S PROPOSAL
CUDAHY CITYWIDE ATP CYCLE 2 PROJECT
Federal Project No: ATPL-5369(011)
City Project No: 235-7105-6720
This is a Federally Funded Project**

Bidder's Name:	California Professional Engineering, Inc.
-----------------------	---

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

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of CUDAHY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

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

BID SCHEDULE

To the CUDAHY's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BID SCHEDULE CUDAHY CITYWIDE ATP CYCLE 2 PROJECT Federal Project No: ATPL-5369(011) City Project No: 235-7105-6720 This is a Federally Funded Project					
Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1	WET SAND BLAST AND REMOVE EXISTING CONFLICTING/FADED MARKING AND STRIPING	1	LS	\$ <u>14,312</u>	\$ <u>14,312</u>
2	INSTALL/RESTORE MARKINGS & STRIPINGS INCLUDING RAISED PAVEMENT MARKERS	1	LS	\$ <u>24,699</u>	\$ <u>24,699</u>
3	REMOVE EXISTING IMPROVEMENTS BOUNDED BY LIMIT LINES TO INCLUDE EX. PCC WALK, CURB RAMP, C&G, AC PAVEMENT	3,910	SF	\$ <u>15</u>	\$ <u>58,650</u>
4	REMOVE EXISTING TYPE 1 SIGNAL STANDARD POST (FOR TRAFFIC SIGNAL & PEDESTRIAN COUNTDOWN, PED PUSH BUTTON) INCLUDING FOUNDATION, BACK FILL CREATED VOIDS AND CONSTRUCT PCC PAVEMENT WALK	6	EA	\$ <u>600</u>	\$ <u>3,600</u>
5	RELOCATE EXISTING TRAFFIC SIGNAL, PEDESTRIAN PUSH BUTTON AND COUNTDOWN TO THE NEW STREET LIGHT POLE AND PROVIDE NEW ELECTRICAL WIRING	6	EA	\$ <u>600</u>	\$ <u>3,600</u>
6	REMOVE EXISTING SIGN POST INCLUDING FOUNDATION, BACK FILL, CREATED VOIDS AND RESTORE PCC WALK	2	EA	\$ <u>92</u>	\$ <u>184</u>
7	RELOCATE STREET NAME SIGN, EXISTING BLINKER STOP SIGN INCLUDING SOLAR SYSTEM TO NEW STREET LIGHT	4	EA	\$ <u>190</u>	\$ <u>760</u>
8	APPLY TYPE II SLURRY SEAL	1	LS	\$ <u>39,437</u>	\$ <u>39,437</u>
9	CONSTRUCT BULB OUT COMPLETE WITH ADA CURB RAMPS PER APPLICABLE NOTES AND DETAILS OF SPPWC STD PLAN 111-5, TO INCLUDE BUT NOT LIMITED TO ADJUST UTILITY BOXES, CONSTRUCT PCC WALK AND PAVEMENT, CURB & GUTTER, DETECTABLE WARNING SURFACE AND 3.5' WIDE AC PAVEMENT SLOT CUT & FILLED WITH FULL DEPTH AC PAVEMENT	4	EA	\$ <u>16,950</u>	\$ <u>67,800</u>
10	RECONSTRUCT CURB RAMP PER APPLICABLE NOTES AND DETAILS OF SPPWC STD PLAN 111-5, TO INCLUDE BUT NOT LIMITED TO ADJUST PULL BOXES TO GRADE, CONSTRUCT AC PAVEMENT SLOT CUT & AC PAVEMENT RESTORATION, PCC WALK/PAVEMENT & DETECTABLE WARNING SURFACE	2	EA	\$ <u>14,000</u>	\$ <u>28,000</u>
11	INSTALL STREET LIGHTING NO 5 PULL BOX PER CALTRANS RSP ES-8A	19	EA	\$ <u>425</u>	\$ <u>8,075</u>
12	INSTALL 1 1/2 INCH PVC CONDUIT SCHEDULE 80 WITH 3 NUMBER 8 AND 1 NUMBER 10 CONDUCTORS	832	LF	\$ <u>50</u>	\$ <u>41,600</u>

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

<p align="center">BID SCHEDULE CUDAHY CITYWIDE ATP CYCLE 2 PROJECT Federal Project No: ATPL-5369(011) City Project No: 235-7105-6720 This is a Federally Funded Project</p>					
Item No.	Description	Qty	Unit	Unit Cost	Total Cost
13	LOCATE AND INTERCEPT EXISTING STREET LIGHTING POWER LINE AND INSTALL NO 5 PULL POX PER CALTRANS RSP ES-8A AND RESTORE POWER TO EXISTING STREET LIGHT	2	EA	\$ <u>1,000</u>	\$ <u>2,000</u>
14	INSTALL METERED PEDESTAL, TYPE III-AF SERVICE EQUIPMENT ENCLOSURE PER CALTRANS STD PLAN ES-2D AND TO BE COORDINATED WITH SCE PRIOR TO INSTALLATION	3	EA	\$ <u>3,500</u>	\$ <u>10,500</u>
15	CONNECT NEW CONDUIT & CONDUCTORS INTO EXISTING PULL BOX	4	EA	\$ <u>800</u>	\$ <u>3,200</u>
16	REMOVE EXISTING STREET LIGHT FIXTURES AND REPLACE WITH GREEN COBRA LED (MULTI TAP) LUMINAIRE AS PER CALTRANS LUMINAIRE GUIDELINES FOR ROADWAY 1 AND 34 FEET MOUNTING HEIGHT	16	EA	\$ <u>816</u>	\$ <u>13,056</u>
17	INSTALL 2" PVC CONDUIT, SCH. 80 WITH ALL THE CONDUCTORS NECESSARY TO PROVIDE POWER TO THE NEW LIGHT AND THE RELOCATION OF TRAFFIC SIGNAL, PEDESTRIAN COUNT DOWN, & PED PUSH BUTTON	18	LF	\$ <u>2</u>	\$ <u>36</u>
18	INSTALL TYPE 15TS STANDARD PER CALTRANS STANDARD PLAN ES-7A WITH FOUNDATION PER CALTRANS STANDARD PLAN ES-7N, DETAIL A, COMPLETE WITH 6 FEET MAST ARM & GREEN COBRA LED (MULTI TAP) LUMINAIRE AS PER CALTRANS LUMINAIRE GUIDELINES FOR ROADWAY 1 AND 34 FEET MOUNTING HEIGHT	7	EA	\$ <u>8,210</u>	\$ <u>57,470</u>
19	INSTALL TYPE 15D STANDARD PER CALTRANS STANDARD PLAN ES-6D WITH FOUNDATION PER CALTRANS STANDARD PLAN ES-7N, DETAIL A, COMPLETE WITH 6 FEET MAST ARM AND GREEN COBRA LED (MULTI TAP) LUMINAIRE PER CALTRANS LUMINAIRE GUIDELINES FOR ROADWAY 1 AND 34 FEET MOUNTING HEIGHT	2	EA	\$ <u>9,648</u>	\$ <u>19,296</u>
20	INSTALL TYPE 15 STANDARD PER CALTRANS STANDARD PLAN ES-6A WITH FOUNDATION PER CALTRANS STANDARD PLAN ES-7N, DETAIL A, COMPLETE WITH 6 FEET MAST ARM & GREEN COBRA LED (MULTI TAP) LUMINAIRE AS PER CALTRANS LUMINAIRE GUIDELINES FOR ROADWAY 1 AND 34 FEET MOUNTING HEIGHT	16	EA	\$ <u>7,470</u>	\$ <u>119,520</u>

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C, BIDDER'S PROPOSAL"

BID SCHEDULE CUDAHY CITYWIDE ATP CYCLE 2 PROJECT Federal Project No: ATPL-5369(011) City Project No: 235-7105-6720 This is a Federally Funded Project					
Item No.	Description	Qty	Unit	Unit Cost	Total Cost
21	LOCAL AC REPAIRS AT SANTA ANA AND WILCOX INTERSECTION: REMOVE EXISTING AC PAVEMENT SECTION TO 10" DEPTH. CONSTRUCT 4" AC OVER 6" UNDERLYING BASE PAVEMENT SECTION, AS MARKED IN THE FIELD AND AS DIRECTED BY THE CITY ENGINEER, INCLUDING ADJUSTING MANHOLE FRAME & COVER, WATER VALVES AND GAS VALVES TO FINISH GRADE (2" THICKNESS).	725	SF	\$ <u>29</u>	\$ <u>21,025</u>
TOTAL BID AMOUNT					<u>536,820</u> <u>\$ 536,280</u> V.N

TOTAL BID AMOUNT IN WORDS Five hundred thirty six thousand, eight hundred twenty dollars and zero cents

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right (Items A, B, C & D) are considered as included in each and all bid items listed in the bid schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control, Public Convenience and Safety
	C. SWPPP Implementation, Erosion Control and BMP'S
	D. Clearing & Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Name	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
Superior Pavement Markings	Signing & Striping	776306	1000001476	\$ <u>34,742</u>
All American Asphalt	Civil	267073	1000001051	\$ <u>189,580</u>
DC Drilling, Inc.	Boring	995044	1000014902	\$ <u>10,500</u>
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				234,822 \$ <u>224,822</u> v.n

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

REFERENCES

The City of CUDAHY is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years. ***Please see attached**

<u>Reference Contact Information</u>	<u>Reference Project Name and Work Performed</u>	<u>Contract Value</u>	<u>Date Completed</u>
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			

California Professional Engineering, Inc.

COMPLETED PRIME Projects (starting with most recent)

document last modified 01.09.2020dc

Total Contract Amount + Extra Work/CCO's	Brief Scope of Work	Approx. Commencement	Approx. Completion	Owner/Contact/Info	Project Name & No.	Approximate % Completed by CPE
\$ 2,587,172.50	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, Fiber Optic, Networking, Microwave Systems	Aug 2017	May 2019	CA DOT Manuel Ruiz 790 Via Lala, #100 Colton, CA 951-965-6327 manuel.ruiz@dot.ca.gov	Route 10, 210 #08-0E5514	90%
\$ 314,729.92	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Oct 2018	Mar 2019	City of Corona Dennis Ralls 400 S Vicentia Ave, #210 Corona, CA 951-736-2266 dennis.ralls@coronaca.gov	Traffic Signal at Green River and Montana Ranch #2016-03	80%
\$ 354,777.54	Traffic Signal Modifications, Curb Ramps, Concrete/Asphalt Improvements	Jul 2018	Mar 2019	City of Newport Beach Eric Loke 100 Civic Center Dr Newport Beach, CA 949-644-3311 eloke@newportbeachca.gov	TS Rehabilitation FY2017-2018 #7314-1	80%
\$ 203,650.88	Traffic Signal Video Detection	May 2018	Feb 2019	City of Rancho Cucamonga Natalie Avila 10500 Civic Center Dr Rancho Cucamonga, CA 909-774-4076 natalie.avila@cityofc.us	Traffic Signal Video Detection at 15 Locations #800-2018-01	100%
\$ 608,424.00	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, CCTV	Apr 2018	Oct 2018	City of Orange Medel Llanes 300 E Chapman Ave Orange, CA 714-744-5535 mllanes@cityoforange.org	Left Turn Phase Signal Modification Chapman Ave & Cannon St #HSIPL-5073(079) SP-3886; Batavia St & Collins Ave #HSIPL-5073(081) SP3870	80%
\$ 1,816,477.16	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Jan 2017	Oct 2018	LACDPW Joel Zaragoza 900 S Fremont Ave Alhambra, CA 91803 626-458-4973 JZARA@dpw.lacounty.gov	Collina Rd Camino Del Sur to East of Tierra Luna (Pedestrian Crossing) #TSM0010196	85%

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BONDS

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

*Please see attached

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: Van Nguyen
Date of Inspection: 04.08.2020

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

- Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

California Professional Engineering, Inc.

-Quality Beyond Expectations-



Bonding and Insurance Information

We intend to procure all bonds from:

United States Fire Insurance Company

Broker: The Bond Exchange

Yung T. Mullick, Attorney-In-Fact

24800 Chrisanta Drive, Suite 160

Mission Viejo, CA 92691

949-461-7000-office #

949-461-7725-fax #

ymullick@thebond-exchange.com

We intend to procure all general/access liability/auto liability certificates from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.

George Duran, Agent

6371 Haven Ave. Suite 3-222

Rancho Cucamonga, CA 91737

909-360-1108-office #

909-360-1273-fax #

george@duraninsuranceservices.com

We intend to procure all workers' compensation certificates from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.

George Duran, Agent

6371 Haven Ave. Suite 3-222

Rancho Cucamonga, CA 91737

909-360-1108-office #

909-360-1273-fax #

george@duraninsuranceservices.com

document last modified 08.22.2019

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

NONCOLLUSION DECLARATION

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR
Cudahy Citywide ATP Cycle 2 Project
(Project Name)**

The undersigned declares:

I am the President of California Professional Engineering, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04.13.2020 [date], at La Puente [city], California [state]."

(Signature) Van Nguyen

(Printed name)

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BIDDER INFORMATION

Bidder's Name:	California Professional Engineering, Inc.		
Address:	19062 San Jose Ave, La Puente, CA 91748		
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)	Corporation		
If a Corporation, State of Incorporation (i.e., Calif.)	California		
Valid State Contractor's License No. and Class	793907; A, C-10, C-20		
DIR Registration No.: (Also provide DIR No's for subcontractors as separate attachment)	1000377609		
<i>Contact Person Information:</i>			
Name	Title	E-mail	Tel
Van Nguyen	President	van@cpengineeringinc.com	626-810-1338

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

Van Nguyen, President/Secretary/Manager

Phuong-Thao Nguyen, Treasurer

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

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

*Please see attached

Previous contract performance history:

1. Was any contract terminated previously: No
If the answer to the above is "yes", provide the following information:
 Contract/project name and number: _____
 Date of termination: _____
 Reason for termination: _____
 Owner's name: _____
 Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity? No
If the answer to the above is "yes", provide the following information:

MINUTES OF THE ANNUAL MEETING OF SHAREHOLDERS AND DIRECTORS
CALIFORNIA PROFESSIONAL ENGINEERING, INC.

The annual meeting of the shareholders of the above named California Corporation was duly held at the principal office of the corporation located at 19062 San Jose Avenue, La Puente, CA 91748, USA on January 14, 2020.

The Director present was **VAN TAN NGUYEN.**

President acting as Chairman, same being **VAN TAN NGUYEN.**

The Chairman then presented and read to the meeting a Waiver of Notice of Meeting, subscribed by all of the Directors of the Corporation. Upon motion duly made, it was:

Resolved, that the Chairman be requested to cause the same to be spread at length upon the minutes.

Resolved, that the following persons were nominated and thereupon elected to the position opposite their names to serve until their successors are elected and qualified:

VAN NGUYEN, PRESIDENT
VAN NGUYEN, SECRETARY
PHUONG-THAO NGUYEN, CHIEF FINANCIAL OFFICER (CFO)

Resolved, that the above persons elected may sign all binding, contractual documents on behalf of the Corporation.

The President, Secretary, and Treasurer thereupon assumed their respective offices.

The President then presented and read the minutes of the annual meeting of shareholders of this Corporation, and the same were, on motion duly made, seconded and unanimously carried, in all aspects ratified and adopted by this Board of Directors.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

The foregoing minutes of January 14, 2020 are approved:



VAN NGUYEN, President



VAN NGUYEN, Secretary

(corporate seal)

YOUR RETURN MAILING ADDRESS

NAME: ALICIA CALIFORNIA PROFESSIONAL ENGINE

ADDRESS: 929 OTTERBEIN AVE UNIT E

CITY: LA PUENTE

STATE: CA ZIP CODE: 91748



FILED Jul 18 2019 EXPIRES Jul 18 2024

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by MADRE CARRASCO

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
 Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
 Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
 \$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

*1. CALIFORNIA PROFESSIONAL ENGINEERING, INC. 2. _____
 ** 929 OTTERBEIN AVE UNIT E Print Fictitious Business Name(s) _____
 Street address of principal place of business _____ Mailing address if different _____
 LA PUENTE CA 91748 LOS ANGELES _____
 City State /Country Zip COUNTY City State /Country Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON _____

***REGISTERED OWNER(S):

1. CALIFORNIA PROFESSIONAL ENGINEERING, INC. 2. _____
 Full Name/Corp/LLC (P.O. Box not accepted) _____
 929 OTTERBEIN AVE UNIT E _____
 Residence Address _____
 LA PUENTE CA 91748 _____
 City State/Country Zip _____
 CA _____
 If Corporation or LLC - Print State of Incorporation/Organization _____

3. _____ 4. _____
 Full Name/Corp/LLC (P.O. Box not accepted) _____
 Residence Address _____
 City State/Country Zip _____
 If Corporation or LLC - Print State of Incorporation/Organization _____

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

****THIS BUSINESS IS CONDUCTED BY: (Check one)

an Individual a General Partnership a Limited Partnership a Limited Liability Company
 an Unincorporated Association other than a Partnership a Corporation a Trust Copartners
 a Married Couple Joint Venture State or Local Registered Domestic Partners a Limited Liability Partnership

****The date registrant started to transact business under the fictitious business name or names listed above: 07/2019
(Inser N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.
(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLC NAME (PRINT) CALIFORNIA PROFESSIONAL ENGINEERING, INC. TITLE President

REGISTRANT SIGNATURE _____ IF CORP OR LLC, PRINT NAME VAN NGUYEN

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.
DEAN C. LOGAN, LOS ANGELES COUNTY CLERK BY: M. CARRASCO, Deputy

Rev. 01/2014

P.O. BOX 1208, NORWALK, CA 90651-1208

PH: (562) 462-2177

WEB ADDRESS: LAVOTE.NET

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Contract/project name and number: _____

Date of filing claim: _____

Reason for filing claim: _____

Owner's name: _____

Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract? No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of commencement of litigation: _____

Reason for litigation: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 13 day of April, 2012020

BIDDER _____ California Professional Engineering, Inc.

Subscribed and sworn to this _____ day of _____, 20120.

NOTARY PUBLIC _____ (please see attached).

JURAT

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

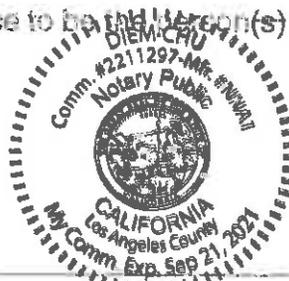
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13th day of April

20 20 by Van Nguyen

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


Signature _____ (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date: _____

Van Nguyen (President/Secretary/Manager)

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**PROPOSAL GUARANTEE/BID BOND
CUDAHY CITYWIDE ATP CYCLE 2 PROJECT
Federal Project No: ATPL-5369(011)
City Project No: 235-7105-6720
This is a Federally Funded Project**

KNOW ALL MEN BY THESE PRESENTS that California Professional Engineering Inc., as BIDDER, AND United States Fire Insurance Company, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of Ten Percent of Total Bid dollars (\$10% of Bid), which is 10 percent of the total amount bid by BIDDER to the City of CUDAHY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of CUDAHY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of CUDAHY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 10th day of April, ~~20~~20

BIDDER* California Professional Engineering Inc., 19062 San Jose Avenue, La Puente, CA 91748; T: 626-810-1338

[Handwritten signature]
Van Nguyen, President

SURETY* United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07962; T: 973-490-6600

[Handwritten signature]
Irene Luong, Attorney-in-Fact, 24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691 T: 949-461-7000

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 201_.

NOTARY PUBLIC: _____ *(please see attached)*

JURAT

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

Subscribed and sworn to (or affirmed) before me on this 13th day of April

20 20 by Van Nguyen

proved to me on the basis of satisfactory evidence to be the individual(s) who appeared before me.


Signature _____ (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Van Nguyen (President/Secretary/Manager)

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signor(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

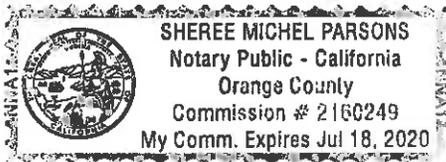
STATE OF CALIFORNIA

County of Orange

On APR 10 2020 before me, Sheree Michel Parsons, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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 Sheree Michel Parsons

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Stephanie Hoang, Emilie George

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of April 20 20

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 2003, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2003.



By

Victoria S. Blanton
for Ida Rodas
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

2. EXHIBIT 12-H SAMPLE BID

Local Assistance Procedures Manual

Exhibit 12-H
Sample Bid

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder California Professional Engineering, Inc., proposed subcontractor _____, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has 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.

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

**Exhibit 12-H
Sample Bid**

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes No

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

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

**Exhibit 12-H
Sample Bid**

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

**Exhibit 12-H
Sample Bid**

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Cudahy
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

**Exhibit 12-H
Sample Bid**

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**Local Assistance Procedures Manual****Exhibit 12-H
Sample Bid****NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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 this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

Exhibit 12-H
Sample Bid

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action: a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type: a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency:

7. Federal Program Name/Description:
 CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
 (If individual last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
 (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind: specify: nature _____
 value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other: specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: Van Nguyen
 Title: President
 Telephone No. 626-810-1338 Date: 04.13.2020

Federal Use Only: Authorized for Local Reproduction
 Standard Form - 111.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**Local Assistance Procedures Manual****Exhibit 12-H
Sample Bid****INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-L11-Instructions Rev. 06-01-90-033019

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

3. EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Cudahy 2. Contract DBE Goal: 17%
 3. Project Description: Install crosswalks, street lighting, bulb outs, curb ramps, signing and striping
 4. Project Location: Various intersections and mid block crosswalks throughout the City
 5. Bidder's Name: California Professional Engineering, Inc. 6. Prime Certified DBE: 7. Bid Amount: \$ 536,820
 8. Total Dollar Amount for **ALL** Subcontractors: \$ 234,822 9. Total Number of **ALL** Subcontractors: 3

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<u>4; 5; 11-20</u>	Electrical material and installation	31277	California Professional Engineering, Inc. Phone: 626-810-1338	<u>\$312,498 V.N</u> <u>\$301,998</u>

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	<u>56.26</u> <u>58.21%</u> <u>V.N</u>
21. Local Agency Contract Number _____	_____		
22. Federal-Aid Project Number _____	_____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
23. Bid Opening Date _____	_____		
24. Contract Award Date _____	_____		
25. Award Amount: _____	_____	Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	
26. Local Agency Representative's Signature _____	27. Date _____	16. Preparer's Signature _____	17. Date <u>04.13.2020</u>
28. Local Agency Representative's Name _____	29. Phone _____	18. Preparer's Name <u>Van Nguyen</u>	19. Phone <u>626-810-1338</u>
30. Local Agency Representative's Title _____	_____	20. Preparer's Title <u>President</u>	_____

- DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (D.LAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**Local Assistance Procedures Manual****Exhibit 15-G
Construction Contract DBE Commitment**

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3890 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** - Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

**Exhibit 15-G
Construction Contract DBE Commitment**

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

4. EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

Local Assistance Procedures Manual

Exhibit 15-H
Proposer/Contractor Good Faith Effort

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s) ATPL-5369(011) Bid Opening Date 04.14.2020

The City of Cudahy established a Disadvantaged Business Enterprise (DBE) goal of 17% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
We are DBE	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
We are DBE		

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**Exhibit 15-H
Proposer/Contractor Good Faith Effort**

Local Assistance Procedures Manual

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
We are DBE				0.00%
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

We are DBE

Names, addresses and phone numbers of firms selected for the work above:

We are DBE

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

We are DBE

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Local Assistance Procedures Manual

**Exhibit 15-H
Proposer/Contractor Good Faith Effort**

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

We are DBE

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
We are DBE		

H. Any additional data to support a demonstration of good faith efforts:

N/A

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

CITY OF CUDAHY

PUBLIC WORKS CONTRACT

CUDAHY CITYWIDE ATP CYCLE 2 PROJECT

Federal Project No: ATPL-5369(011)

City Project No: 235-7105-6720

This is a Federally Funded Project

THIS AGREEMENT “Agreement” is made and entered into this ___ day of _____, by and between the CITY OF CUDAHY, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and _____, [a corporation/partnership/limited liability company corporation], located at _____ hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before _____, for the following:

CUDAHY CITYWIDE ATP CYCLE 2 PROJECT

Federal Project No: ATPL-5369(011)

City Project No: 235-7105-6720

This is a Federally Funded Project

in the City of CUDAHY, California, hereinafter called PROJECT.

At _____ on said date, in the CUDAHY Council Chambers, said bids were duly opened.

At its regular meeting held on _____, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I – CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS for the PROJECT shall consist of:

- document titled:
CONTRACT DOCUMENTS PLANS AND SPECIFICATIONS

for
CUDAHY CITYWIDE ATP CYCLE 2 PROJECT
Federal Project No: ATPL-5369(011)
City Project No: 235-7105-6720
This is a Federally Funded Project

- CONTRACTOR’s Proposal
- FHWA 1273 – Required Federal Aid Contract Language
- ~~Section 3- Clause & Requirements~~
- Federal Labor Standard Provisions
- Current Federal DOL Wage Decision
- Federal EEO and Affirmative Action Requirements
- and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and declarations, affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made and part hereof as though they were fully set forth herein.

All of the rights and obligations of the CITY and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision.

ARTICLE II - AGREEMENT

For and in consideration of the payments and agreements be made and performed by CITY, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III - COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount _____ Dollars (\$_____), based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

The sum identified in Article III is not subject to escalation, the CONTRACTOR having satisfied himself with said CONTRACT price, which includes all labor and material increases anticipated throughout the duration of this CONSTRUCTION CONTRACT.

CITY shall retain five percent (5%) of said CONTRACT price until said time as the provisions of Article XIV herein have been met.

Progress payments shall be made in accordance with Section 9 of the Standard Specifications for Public Works as amended by the General Provisions and Special Provisions.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

CITY's obligation is payable only and solely from Community Development Block Grant (CDBG) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this CONTRACT. All funds are appropriated every fiscal year beginning July 1. In the event this CONTRACT extends into the succeeding fiscal year and funds have not been appropriated, this CONTRACT will automatically terminate as of June 30 of the current fiscal year. The CITY will notify the CONTRACTOR in writing in ten (10) days of receipt of the non-appropriation notice.

ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State

and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this PROJECT.

ARTICLE V – COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to said CONTRACTOR by the Director of Public Works of CITY and shall complete work on the PROJECT within _____ working days after commencement.

ARTICLE VI – NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

ARTICLE VII – LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid

proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such 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 of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its

Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type _____ California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Hazardous Materials and Unknown Conditions.

A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from

those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, and Design Engineer and Construction Manager from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.
- (b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE X - BONDS

Warranty & Guarantee

New Materials. Contractor guarantees that all materials and equipment furnished will be new unless otherwise specified in the Contract Documents.

One Year Guarantee. Contractor guarantees all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion is free from all defects due to faulty materials or workmanship. Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other property, whether real or personal. The City will give notice of observed defects with reasonable promptness. If Contractor fails to make such repairs, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred, plus 10% for administrative expenses. The Performance Bond shall remain in full force and effect through the guarantee period. Contractor shall execute the Public Improvement Warranty.

Bonds.

Contractor shall provide a payment bond consistent with the terms of this section and City may not waive this requirement. Contractor shall also provide a performance bond consistent with the terms of this section, unless City waives such requirement in writing. Each bond shall (1) be in writing; (2) signed by at least one admitted surety insurer under oath; (3) if a bond is signed by more than one surety insurer, include a statement that the sureties are jointly and severally liable on the obligations required hereunder; (4) list the address at which the principal and surety/sureties may be served with notices, papers, and other documents under this chapter; (5) be in the form of a bond and not in a deposit in lieu of a bond; (6) be consistent with any other requirements of the City that reasonably relate to a guarantee that the project will be completed at no cost to the City.

Payment Bond. Contractor shall furnish and file with City a bond in the sum of one hundred percent (100%) of the Compensation. Consistent with Civil Code § 3248, the bond shall provide that if the Contractor or any subcontractors hired by Contractor fails to pay (1) any of the persons named in Civil Code § 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Agreement; or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Unemployment Insurance Code §13020 with respect to the work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. The bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code § 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The bond provided under this section shall be released by written authorization of the City Engineer at the completion of the one year warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.

Performance Bond. Contractor shall provide City with a bond in the sum of one hundred percent (100%) of the Compensation to guarantee the completion of the Work, to protect City if Developer is in default of this Agreement, and to secure Contractor's one-year guarantee and warranty. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted

by City, provided that Contractor is not in default on any provision of this Agreement. All security provided under this section shall be released at the end of the warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.

ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- (a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- (b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, Design Engineer and Construction Manager, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:
- (1) Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
 - (2) Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);

- (3) Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (4) Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- (c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The CITY and Design Engineer and Construction Manager shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- (d) NOTICE TO COMMENCE WORK - The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (c) of this article.

ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of _____ Dollars (\$_____) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of _____ Dollars (\$_____) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of

said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this CONTRACT. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: _____
a California Corporation

CITY OF CUDAHY
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY Council, the CITY Manager shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XV - NO - ASSIGNMENT

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.
- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be

served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See e.g. 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ____ day of _____, 20__, by their respective officers duly authorized in that behalf.

CITY OF CUDAHY
a Municipal Corporation

CONTRACTOR _____
a California Corporation

by: _____
_____, Mayor

by: _____
President

ATTEST:

by: _____
Secretary

by: _____
_____, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

**PUBLIC IMPROVEMENTS WARRANTY
CUDAHY CITYWIDE ATP CYCLE 2 PROJECT
Federal Project No: ATPL-5369(011)
City Project No: 235-7105-6720**

On _____, 200__, the City of CUDAHY accepted as complete and meeting the standards of City, the following public improvement(s):

_____, built and constructed by or for _____
("Contractor")

Contractor hereby warrants and guarantees the aforementioned public improvements as to the material used and workmanship performed for a period of one (1) year following the date set forth above.

In the event of a defect, malfunction, or failure to conform t the improvement specifications and all applicable local standards, the Contractor shall repair or replace said improvements at Contractor's own and sole expense within a reasonable time from notice of the defect from City. Should Contractor fail to cure any defect within a reasonable period of time, Contractor agrees to reimburse City for any and all costs of City's efforts to cure any defect once City has provided notice to the Contractor of the defect and the City's intent to cure such defect.

Should litigation be necessary to enforce the provisions of this warranty, the prevailing party shall be entitled to reimbursement for attorneys fees and court and related costs.

Executed at _____, California, on the day and year first written above.

CONTRACTOR

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND
CUDAHY CITYWIDE ATP CYCLE 2 PROJECT
Federal Project No: ATPL-5369(011)
City Project No: 235-7105-6720
This is a Federally Funded Project**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____ dollars (\$), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC: _____

**MATERIAL AND LABOR BOND
CUDAHY CITYWIDE ATP CYCLE 2 PROJECT
Federal Project No: ATPL-5369(011)
City Project No: 235-7105-6720
This is a Federally Funded Project**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____ dollars (\$ _____), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

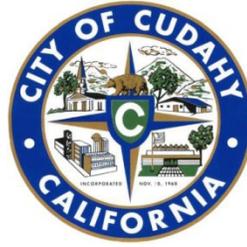
SURETY* _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC: _____

Blank Page



Item Number 12D

STAFF REPORT

Date: May 19, 2020

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

From: Santor Nishizaki, Acting City Manager
By: Aaron Hernandez-Torres, P. E., Assistant City Engineer

Subject: **Consideration to Approve Construction Contract Award to Sully-Miller Contracting Company, for the Atlantic Ave., Cecilia St., Ardine St., and Patata Street Improvement Project**

RECOMMENDATION

The City Council is requested to approve a Contract Services Agreement with Sully-Miller Contracting Company, the lowest responsive and responsible bidder, in the bid amount of \$1,009,150 from a combination of Proposition C, Measure R and SB1 (Road Maintenance and Rehabilitation Account – RMRA Account) funds to undertake the Atlantic Ave., Cecilia St., Ardine St., and Patata Street Improvement Project.

BACKGROUND

1. On March 17, 2015, the City Council entered an agreement with Transtech Engineers to provide Professional Consulting Services for On-Call Project Management and Project Design Services for Capital Improvement Projects (CIP) and Community Development Grant (CDBG) Projects.
2. In June 2018, City staff included expenses for the Design Services of the Project from Proposition C, Measure R and SB1 (RMRA Account) Funds in the City's Budget for Fiscal Year (FY) 2018/19. The project was carried over into the next City's Budget for Fiscal Year (FY) 2019/20.
3. On July 31, 2019, the City, through the Metropolitan Transportation Authority (Metro),

programmed the amount of \$250,000 and \$300,000 from Proposition C for Atlantic Avenue and Patata Street, respectively. Similarly, \$225,000 and \$140,000 from Measure R were programmed for Cecilia Street and Ardine Street, respectively. In addition, \$405,370 from SB1 (RMRA Account) were programmed for the Atlantic Avenue corridor.

4. On August 7 and August 8, Metro approved the appropriation of the above amounts from Proposition C, and Measure R Funds. Similarly, SB1 (RMRA Account) Funds were allocated for this purpose. The monies are to be utilized for street improvements (construction, maintenance, and repairs) on these above-mentioned streets.
5. On March 20, the Engineering Department issued a Notice to Contractors to procure construction services for the aforementioned project. The project was properly advertised on March 20 and 27, 2020 in the newspaper for two consecutive weeks, plan rooms and City's website.
6. On April 14, 2020, the City Clerk's Office conducted the bid opening meeting at the City Council Chambers. A total of seven bids were received for this project, ranging in cost from \$717,150 to \$1,139,400 (Total Base Bid Amount). Sully Miller Contracting Company, submitted a bid proposal in the total base bid amount of \$717,150 and is the lowest responsive and responsible bidder. Alternatively, the City included an additive alternate Bid Schedule for additional improvements for the Atlantic Avenue corridor. Since budget allows, additive bid schedule will be included in the project scope of work. Therefore, the additive alternate bid schedule in the amount of \$292,000 is part of the total project construction cost for a grand total contract amount of \$1,009,150.

ANALYSIS

The Engineering Department and Transtech Engineers evaluated the condition of existing local roads within its jurisdiction. In addition to visual inspections, soils and sampling investigations, and several field visits, the 2016 Pavement Management System Update Report and a Geotechnical/ Pavement Report were used as a tool to evaluate, recommend improvements, developed scope of work, and rank and prioritize streets for improvement. As a result of this 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 following streets were recommended for immediate repair in order to raise the PCI up to 100:

- **Cecilia Street** – Project limits between Atlantic Avenue and Salt Lake Avenue, with an existing average Pavement Condition Index (PCI) = 49

- **Ardine Street** - Project limits between Atlantic Avenue and Salt Lake Avenue, with an existing average Pavement Condition Index (PCI) = 37
- **Patata Street** - Project limits between Atlantic Avenue and Wilcox Avenue, with an existing average Pavement Condition Index (PCI) = 7
- **Atlantic Avenue** - Project limits between Florence Avenue and Salt Lake Avenue/ Patata Street (north to south City limits) with an existing average Pavement Condition Index (PCI) = 63

The project scope of work for Cecilia St., Ardine St., and Patata St., includes cold milling existing asphalt concrete and Asphalt Concrete Mix overlay (ACM), including structural base and sub-base repairs at specific damaged areas. It also entails the removal and replacement of damaged sidewalks, driveways, curb and gutters, sidewalks repairs to eliminate tripping hazards, reconstruction 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. These improvements will take place on the above streets within the identified project limits.

The project scope of work for Atlantic Avenue includes cold milling existing asphalt concrete and Asphalt Concrete Mix overlay (ACM) at localized areas, including structural base and sub-base repairs at specific damaged areas, as well as crack sealing existing asphalt cracks with hot-pour rubberized crack sealant. In addition, a microsurfacing surface treatment will be applied to the entire street. It also entails the removal and replacement of damaged sidewalks, driveways, curb and gutters, sidewalks repairs to eliminate tripping hazards, reconstruction, and modification of corner access ramps to meet the requirements of the Americans with Disabilities Act (ADA). The completion of other miscellaneous items, such as clearing and grubbing existing landscaped medians and xeriscaping with decomposite granite are also part of the project scope of work, including traffic striping and traffic control. These improvements will take place on the Atlantic Avenue corridor, the major City's arterial, within the identified project limits.

Construction phase will follow right after contract award for construction services and it is expected that project will start in July 2020. This is a Proposition C, Measure R, and SB1 (RMRA Account) Funded Project. Project has been programmed with the Los Angeles Metropolitan Transportation Authority (Metro) and the California Transportation Commission, accordingly.

The project has been properly engineered with plans and specifications developed. The project was properly bid and a total of seven bids were received for this project, ranging in cost from \$717,150 to \$1,139,400 (Total Base Bid Amount).

Sully Miller Contracting Company submitted a bid proposal in the total base bid amount of \$717,150 and is the lowest responsive and responsible bidder. Alternatively, the City included and additive alternate Bid Schedule for additional improvements for the Atlantic Avenue corridor. Since budget allows, additive bid schedule will be included in the project scope of work. Therefore, the additive alternate bid schedule in the amount of \$292,000 is part of the total project construction cost for a grand total contract amount of \$1,009,150.

Bid analysis as well as verification of references provided by Contractor were performed by Transtech Engineers. Comments provided by the public agencies listed in the bid proposal for a similar scope of work were good. The following categories were checked in the Reference Checklist: Quality of work, stay on schedule, ask for unnecessary change orders, file claims against the City, and whether the contractor would be considered for a future project. All these categories received positive answers from the public agencies contacted (e.g., City of Hesperia, City of La Puente). Based on the above Sully Miller Contracting Company is recommended for award.

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. In addition, City will lose those Proposition C, Measure R, and SB1 (RMRA Accounts) funds programmed for this project.

CONCLUSION

City Council approval of the Construction Contract Services Agreement with Sully Miller Contracting Company would resolve the need of asphalt pavement maintenance and restoration, as well as maintenance and reconstruction of damaged sidewalks, driveways, curb and gutter, and ADA access ramps on Atlantic Avenue, Cecilia Street, Ardine Street, and Patata Street within the above identified project limits. In addition, approval of the plan and associated contract will prevent much more costly infrastructure repairs in the future.

FINANCIAL IMPACT

The project has been budgeted in Fiscal Year (FY) 2020/21 City's Budget using Non-General Fund monies. Proposition C, Measure R, and SB1 (RMRA Account) funds have been allocated for the specific purpose of improving Atlantic Avenue, Cecilia Street, Ardine Street, and Patata Street. The project as developed, meets applicable codes and regulations as well as Metro & Caltrans guidelines; and the expenditure of these funds are deemed appropriate.

This is a Local Funded Project under the above allocation programs with no local match or General Fund contribution.

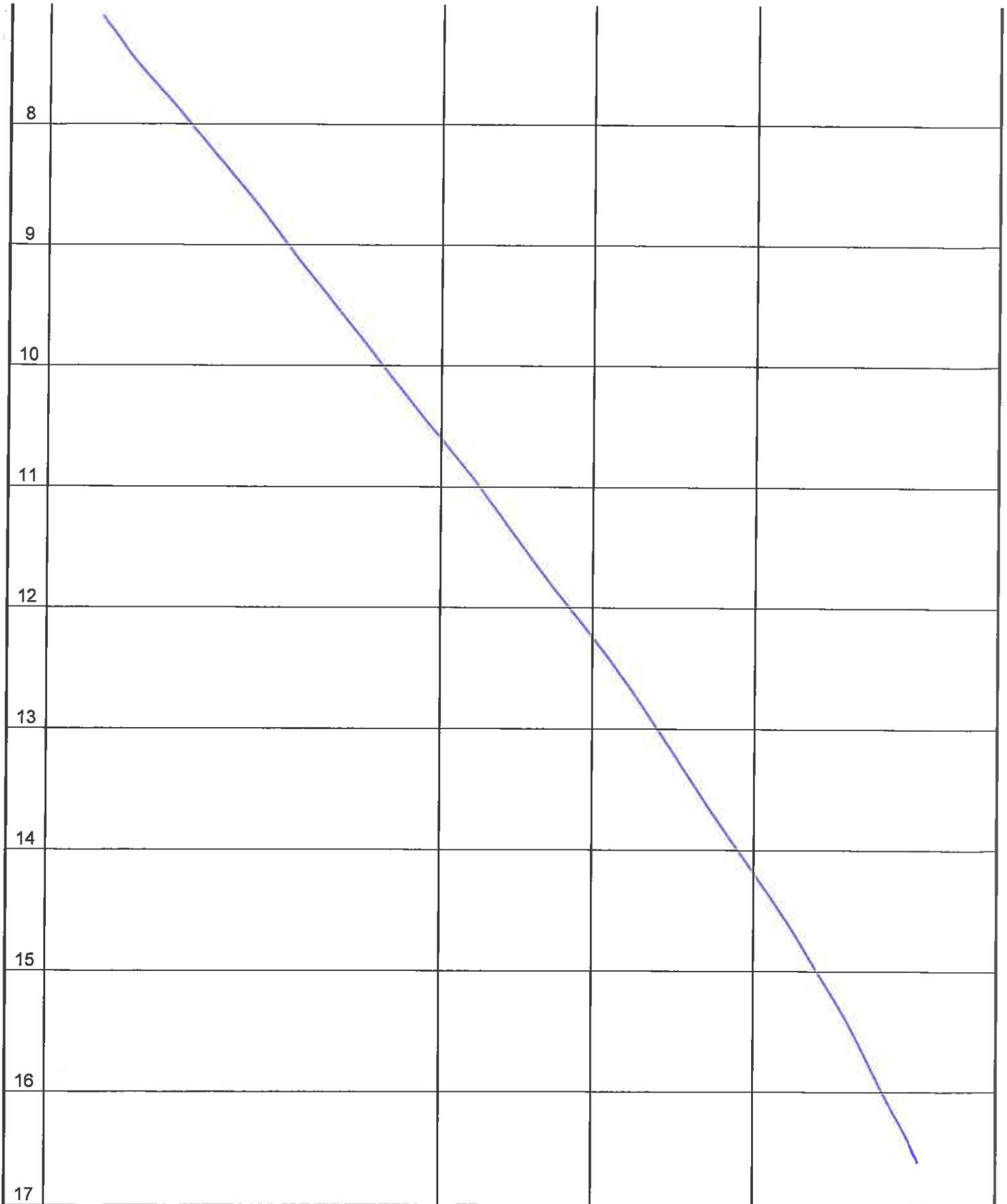
ATTACHMENTS

- A. Bid Opening Minutes
- B. Bid Proposal – Sully Miller Contracting Company
- C. Contract Services Agreement

BID OPENING MINUTES

Contracting Agency: City of CudahyAgency Representative: Richard Iglesias, Assistant City ClerkProject Name: Atlantic Ave, Cecilia St, Ardine St, and Patata Street Improvement ProjectBid Due Date: April 14, 2020, 3:00 PMBid Opening Date: April 14, 2020Time of Bid Opening: 3:00 PMPlace of Bid Opening: City Hall Chamber

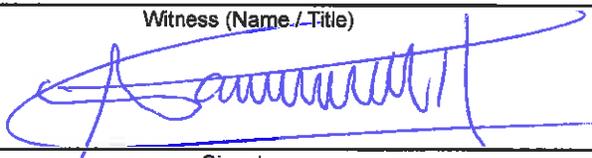
	NAME OF COMPANY	BID SUBMITTED		Amount of Bid ^{BASE}
		Date	Time	
1	HARDY & HARPER, INC.	4/14/20	2:41 PM	\$854,347 ⁰⁰
2	EXCEL PAVING COMPANY	4/14/20	2:47 PM	\$827,533 ⁰⁰
3	ONYX PAVING COMPANY, INC.	4/14/20	2:48 PM	\$769,000 ⁰⁰
4	SHAWWAN	4/14/20	2:55 PM	\$1,139,400 ⁰⁰
5	ALL AMERICAN ASPHALT	4/14/20	2:55 PM	\$718,673
6	SULLY MILLER CONTRACTING, CO	4/14/20	2:55 PM	\$717,150 ⁰⁰
7	SEQUEL CONTRACTORS, INC.	4/14/20	2:58 PM	\$717,526 ²⁵



LATE BID SUBMISSION

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

CERTIFICATION

AARON HERNANDEZ TORRES A. CITY ENGINEER	
Witness (Name./Title)	Witness (Name / Title)
	
Signature	Signature
04/14/20	
Date	Date

BIDS OPENED BY: Richard Iglesias, Assistant City Clerk

RICHARD ILESIAS, ASSISTANT CITY CLERK AND AARON HERNANDEZ-TORRES, P. E., ASSISTANT CITY ENGINEER


April 14, 2020

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

C. BIDDER'S PROPOSAL

ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT

Bidder's Name:	SULLY-MILLER CONTRACTING COMPANY
-----------------------	---

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

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of CUDAHY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

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

BID SCHEDULE

To the CUDAHY's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT
CITY OF CUDAHY**

BASE BID SCHEDULE A PER ADDENDUM 1 - PATATA ST FROM ATLANTIC AVE TO WILCOX AVE

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
A.1	FULL DEPTH RECLAMATION AND PULVERIZED MATERIAL.	42,200	SF	\$2.75	\$116,050.-
A.2	CONSTRUCT WEARING COURSE CONSISTING OF 2.5" THICK AC TYPE C2-PG 64-10 INCLUDING ADJUSTING MANHOLE FRAME & COVER, WATER VALVES AND GAS VALVES TO FINISH GRADE.	700	TONS	\$88.-	\$61,600.-
A.3	CONSTRUCT BASE COURSE CONSISTING OF 1.5" THICK AC TYPE B-PG 64-10.	400	TONS	\$86.-	\$34,400.-
A.4	REMOVE AND RECONSTRUCT EXISTING 4" PCC SIDEWALK PER SPPWC STD PLAN 113-2.	1,870	SF	\$10.-	\$18,700.-
A.5	REMOVE AND RECONSTRUCT EXISTING PCC CURB & GUTTER PER SPPWC STD. PLAN 120-2 TO MATCH EXISTING AND SHALL INCLUDE REMOVAL OF 1 FOOT STRIP X 8" DEEP OF AC PAVEMENT SECTION.	450	LF	\$54.-	\$24,300.-
A.6	REMOVE AND RECONSTRUCT EXISTING 6" PCC DRIVEWAY.	100	SF	\$14.-	\$1,400.-
A.7	MARKINGS AND STRIPING, INCLUDING ADDRESS NUMBERS ON CURB FACE AND ALL COLORED CURB ZONES.	1	LS	\$32,020.-	\$32,020.-
TOTAL BASE BID A AMOUNT					\$288,470.-

TOTAL BASE BID A AMOUNT IN WRITING: Two hundred Eighty eight thousand four hundred
Seventy dollars

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT
CITY OF CUDAHY**

BASE BID SCHEDULE B PER ADDENDUM 1 - CECILIA ST FROM ATLANTIC AVE TO SALT LAKE AVE

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
B.1	COLD MILL 2.5" EXISTING ASPHALT PAVEMENT.	44,000	SF	\$.45	\$19,800. ✓
B.2	LOCAL AC REPAIRS: REMOVE EXISTING AC PAVEMENT SECTION TO 10" DEPTH. CONSTRUCT 4" AC OVER 6" UNDERLYING BASE PAVEMENT SECTION, AS MARKED IN THE FIELD AND AS DIRECTED BY THE CITY ENGINEER. REPAIR OF POTHOLES (RANDOMLY DISTRIBUTED ALONG PROJECT LIMITS).	2,200	SF	\$10. ✓	\$22,000. ✓
B.3	CONSTRUCT WEARING COURSE CONSISTING OF 2.5" THICK AC TYPE C2-PG 64-10 INCLUDING ADJUSTING MANHOLE FRAME & COVER, WATER VALVES AND GAS VALVES TO FINISH GRADE.	700	TONS	\$88. ✓	\$61,600. ✓
B.4	REMOVE AND RECONSTRUCT EXISTING 4" PCC SIDEWALK PER SPPWC STD PLAN 113-2.	850	SF	\$10. ✓	\$8,500. ✓
B.5	REMOVE AND RECONSTRUCT EXISTING PCC CURB & GUTTER PER SPPWC STD. PLAN 120-2 TO MATCH EXISTING AND SHALL INCLUDE REMOVAL OF 1 FOOT STRIP X 8" DEEP OF AC PAVEMENT SECTION.	100	LF	\$56. ✓	\$5,600. ✓
B.6	REMOVE AND RECONSTRUCT EXISTING 6" PCC DRIVEWAY.	100	SF	\$14. ✓	\$1,400. ✓
B.7	MARKINGS AND STRIPING, INCLUDING ADDRESS NUMBERS ON CURB FACE AND ALL COLORED CURB ZONES.	1	LS	\$15,500. ✓	\$15,500. ✓
TOTAL BASE BID B AMOUNT					\$134,400. ✓

TOTAL BASE BID B AMOUNT IN WRITING: one hundred thirty four thousand
four hundred dollars

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT
CITY OF CUDAHY**

BASE BID SCHEDULE C PER ADDENDUM 1 - ARDINE ST FROM ATLANTIC AVE TO SALT LAKE AVE

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
C.1	COLD MILL 2.5" EXISTING ASPHALT PAVEMENT INCLUDING REMOVE EXISTING REFLECTIVE PAVEMENT MARKER.	26,900	SF	\$ <u>.45</u>	\$ <u>12,105.</u>
C.2	LOCAL AC REPAIRS: REMOVE EXISTING AC PAVEMENT SECTION TO 10" DEPTH. CONSTRUCT 4" AC OVER 6" UNDERLYING BASE PAVEMENT SECTION, AS MARKED IN THE FIELD AND AS DIRECTED BY THE CITY ENGINEER. REPAIR OF POTHOLES (RANDOMLY DISTRIBUTED ALONG PROJECT LIMITS).	1,345	SF	\$ <u>10.</u>	\$ <u>13,450.</u>
C.3	CONSTRUCT WEARING COURSE CONSISTING OF 2.5" THICK AC TYPE C2-PG 64-10 INCLUDING ADJUSTING MANHOLE FRAME & COVER, WATER VALVES AND GAS VALVES TO FINISH GRADE.	450	TONS	\$ <u>88.</u>	\$ <u>39,600.</u>
C.4	REMOVE AND RECONSTRUCT EXISTING 4" PCC SIDEWALK PER SPPWC STD PLAN 113-2.	330	SF	\$ <u>10.</u>	\$ <u>3,300.</u>
C.5	REMOVE AND RECONSTRUCT EXISTING PCC CURB & GUTTER PER SPPWC STD. PLAN 120-2 TO MATCH EXISTING AND SHALL INCLUDE REMOVAL OF 1 FOOT STRIP X 8" DEEP OF AC PAVEMENT SECTION.	50	LF	\$ <u>65.</u>	\$ <u>3,250.</u>
C.6	REMOVE AND RECONSTRUCT EXISTING 6" PCC DRIVEWAY.	100	SF	\$ <u>14.</u>	\$ <u>1,400.</u>
C.7	CONSTRUCT PCC CURB RAMP	4	EA	\$ <u>4,000.</u>	\$ <u>16,000.</u>
C.8	MARKINGS AND STRIPING, INCLUDING ADDRESS NUMBERS ON CURB FACE AND ALL COLORED CURB ZONES.	1	LS	\$ <u>15,500.</u>	\$ <u>15,500.</u>
TOTAL BASE BID C AMOUNT					\$ <u>104,605.</u>

TOTAL BASE BID C AMOUNT IN WRITING: One hundred four thousand six hundred
five dollars

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT
CITY OF CUDAHY**

BASE BID SCHEDULE D PER ADDENDUM 1 - ATLANTIC AVE FROM FLORENCE AVENUE TO PATATA STREET

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
D.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 SPPWC. REPAIR ALLIGATORING AREAS (RANDOMLY DISTRIBUTED ALONG PROJECT LIMITS AS MARKED IN THE FIELD).	26,100	SF	\$1.75	\$45,675.00
D.2	LOCAL AC REPAIRS: REMOVE EXISTING AC PAVEMENT SECTION TO 10" DEPTH. CONSTRUCT 4" AC OVER 6" UNDERLYING BASE PAVEMENT SECTION, AS MARKED IN THE FIELD AND AS DIRECTED BY THE CITY ENGINEER. REPAIR OF POTHOLES (RANDOMLY DISTRIBUTED ALONG PROJECT LIMITS). INCLUDING ADJUSTING MANHOLE FRAME & COVER, WATER VALVES AND GAS VALVES TO FINISH GRADE (2" THICKNESS).	100	SF	\$10.00	\$1,000.00
D.3	WHITE OR YELLOW FLUORESCENT PAINT ALL MARKINGS AND STRIPING (DOUBLE COAT), WHITE OR YELLOW FLUORESCENT THERMOPLASTIC FOR ALL CROSSWALKS, NO RAISED PAVEMENT MARKERS. INCLUDES ADDRESS NUMBERS ON CURB FACE AND ALL COLORED CURB ZONES.	1	LS	\$32,500.00	\$32,500.00
D.4	HOT-POUR RUBBERIZED CRACK SEALANT TO ALL JOINTS AND CRACKS GREATER THAN 1/4 INCH AND LESS THAN 1.5 INCHES IN SIZE. OVERBAND NO MORE THAN 3 INCHES WIDE. COVER SEALANT WITH FINE SAND. REROUTE TRAFFIC UNTIL SEALANT IS SET.	1	LS	\$14,500.00	\$14,500.00
D.5	CLEAR AND GRUB EXISTING LANDSCAPED MEDIANS, DISPOSE EXCESS SOIL MATERIAL, PLACE XERISCAPE WITH 2" MINIMUM GOLD DECOMPOSED GRANITE OVER 3-MIL MYLAR FLUSH TO EXISTING STAMP CONCRETE SIDES. ADJUST IRRIGATION VALVES, PROVIDE DRIP IRRIGATION TO ALL EXISTING TREES. PROVIDE ELECTRICAL BOXES TO EXISTING OUTLETS AND PLACE BOXES FLUSH TO NEW DG SURFACE.	11,000	SF	\$8.00	\$88,000.00
D.6	REMOVE AND RECONSTRUCT EXISTING 4" PCC SIDEWALK PER SPPWC STD PLAN 113-2	100	SF	\$10.00	\$1,000.00
D.7	REMOVE AND RECONSTRUCT EXISTING PCC CURB AND GUTTER PER SPPWC STD PLAN 120-2 TO MATCH EXISTING AND SHALL INCLUDE REMOVAL OF 1 FOOT STRIP X 8" DEEP OF AC PAVEMENT SECTION.	100	LF	\$56.00	\$5,600.00

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

<p align="center">ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT CITY OF CUDAHY</p> <p align="center">BASE BID SCHEDULE D PER ADDENDUM 1 - ATLANTIC AVE FROM FLORENCE AVENUE TO PATATA STREET</p>					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
D.8	REMOVE AND RECONSTRUCT EXISTING 6" PCC DRIVEWAY.	100	SF	\$14. ✓	\$1,400. ✓
TOTAL BASE BID D AMOUNT					\$189,675. ✓

TOTAL BASE BID D AMOUNT IN WRITING: one hundred eighty nine thousand six hundred
Seventy five dollars

The award of Contract shall be based on the TOTAL BASE BID A+B+C+D AMOUNT. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E above will not be taken into account in determining the lowest responsible bidder. City may add or deduct bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E at the sole and complete discretion of the City as part of the performance of the contract.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT CITY OF CUDAHY ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E PER ADDENDUM 1 - ATLANTIC AVE FROM FLORENCE AVENUE TO PATATA STREET					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
Deduct Bid Item D.3 complete	WHITE OR YELLOW FLUORESCENT PAINT ALL MARKINGS AND STRIPING (DOUBLE COAT), WHITE OR YELLOW FLUORESCENT THERMOPLASTIC FOR ALL CROSSWALKS, NO RAISED PAVEMENT MARKERS. INCLUDES ADDRESS NUMBERS ON CURB FACE AND ALL COLORED CURB ZONES.	1	LS	(minus) \$32,500.	(minus) -\$32,500.
Add E.1	MICROSURFACING ON ATLANTIC AVENUE	330,000	SF	\$0.65	\$214,500.
Add E.2	REMOVE ALL EXISTING MARKINGS, LEGENDS, STRIPING (CROSSWALKS, LANELINES, CHANNELIZERS, ETC.), RAISED PAVEMENT MARKERS ON ATLANTIC AVENUE PRIOR TO MICROSURFACING.	1	LS	\$40,000.	\$40,000.
Add E.3	WHITE OR YELLOW FLUORESCENT THERMOPLASTIC ALL MARKINGS AND STRIPING, WHITE OR YELLOW FLUORESCENT THERMOPLASTIC FOR ALL CROSSWALKS, INCLUDING RAISED PAVEMENT MARKERS. INCLUDES ADDRESS NUMBERS ON CURB FACE AND ALL COLORED CURB ZONES. THIS BID ITEM SHALL REVISE THE STRIPING IMPROVEMENTS ON PLAN SHEETS 10, 11 AND 12, WITH FOLLOWING CALTRANS STD. PLAN A20D DETAILS AS FOLLOWS: <ul style="list-style-type: none"> • Replace Detail 38A with Detail 38 • Replace Detail 24 with Detail 25 • Replace Detail 8 with Detail 9 • Replace Detail 21 with Detail 22 • Replace Detail 28 with Detail 29 • Replace Detail 31 with Detail 32 	1	LS	\$70,000.	\$70,000.
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID E AMOUNT					\$292,000.

TOTAL BASE BID A+B+C+D AMOUNT	\$717,150.
--------------------------------------	-------------------

TOTAL BASE BID A+B+C+D AMOUNT IN WRITING: Seven hundred Seventeen thousand one hundred fifty dollars

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

<p>The award of Contract shall be based on the TOTAL BASE BID A+B+C+D AMOUNT. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E above will not be taken into account in determining the lowest responsible bidder. City may add or deduct bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE E at the sole and complete discretion of the City as part of the performance of the contract.</p>	
<p>In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</p>	
<p>Full compensation for the items listed to the right as Items A, B, C and D are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</p>	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
<p>The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</p>	
<p>All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</p>	
<p>The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</p>	
<p>A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</p>	

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Name	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
PAVEMENT CONTRACTS JUNIPER VALLEY CA	MIPO Surfacing	303609	100003382	\$155,300.
PKS JUNIPER VALLEY CA	Cement tract (partial)	569352	100003363	\$36,081.
CATTACKING INC. RIVERSIDE CA	Striping	991122	1000011950	\$79,750.
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				\$271,131.

Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Name	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				\$ _____

Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Name	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				\$ _____

Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

REFERENCES

The City of CUDAHY is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

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

*** PLEASE SEE ATTACHED REFERENCES ***

<u>Reference Contact Information</u>	<u>Reference Project Name and Work Performed</u>	<u>Contract Value</u>	<u>Date Completed</u>
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			



**SULLY-MILLER
CONTRACTING CO.**

LIST OF REFERENCES

**John Wayne Airport
Irvine, CA**

**Larry Serafini, Project Engineer
949-252-5270 lserafini@ocair.com**

**City of Fontana
Fontana, CA**

**Mario Estrada, Asst. City Engineer
909-350-7696 kraascn@fontana.org**

**C. J. Segerstrom / South Coast Plaza
Costa Mesa, CA
Grant Wilson, Project Manager
714-546-0110**

**City of Baldwin Park – Engr. Division
Baldwin Park, CA
Arjan Idnani, Engineering Manager
626-960-4011 Ext. 254**

**LA Arena Company
Staples Center – Los Angeles, CA
Don Berges, Construction Manager
213-742-7873**

**City of Fullerton
Fullerton, CA
George Lin, Project Engineer
714-738-6845 graffiti@cityoffullerton.com**

**The Irvine Company
Newport Beach, CA
Peggy Kloos, Sr. Director/Construction
949-720-2000**

**Irvine Community Development Company
Newport Beach, CA
Bill Martin, Vice President/Construction
949-734-800**

**Town of Apple Valley
Apple Valley, CA
Richard Pederson, Town Engineer
760-240-7000**

**Los Angeles County Dept. of Public Works
Alhambra, CA
Issa Adawiya, Resident Engineer
626-458-5100**

**CNC Engineering
City of Industry, CA
John Ballas, City Engineer
626-333-0336 gperez@cc-eng.com**

**Fox Studios Operations
Beverly Hills, CA
William Murphy, V.P. of Facilities
310-369-3794**

**BNSF Railroad Commerce
Hansen-Wilson
Roy Rogers, Construction Manager
323-267-4186**

**Caltrans
Department of Transportation
Ray Stokes, Regional Engineer
909-275-0211**

**Cal State Long Beach Foundation
Long Beach, CA
Mo Tidemanis, Director
562-985-8489**

**City of Rancho Cucamonga
Rancho Cucamonga, CA
Cindy Hackett, Associate Engineer
909-477-2740**

**City of Hesperia – Public Works Dept.
Hesperia, CA
Mike Podegradz, City Manager
760-947-1000**

**City of Barstow
Barstow, CA
Mike Stewart, City Engineer
760-255-5154**



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: STREET REHABILITATION & WATER MAIN UPGRADE PROJECT / 10202412
Start and Finish Dates: 6/25/18 – 9/28/18
Project Description: TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL, CRACK SEAL
Agency Name: CITY OF LYNWOOD
Contact Person: SALVADOR MENDEZ *Telephone:* 310-603-0220
Original Contract Amount: \$1,671,000 *Final Contract Amount:* \$1,892,124
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: BIRCH STREET REHABILITATION / 10202367
Start and Finish Dates: 7/25/18 – 11/9/18
Project Description: TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL
Agency Name: CITY OF LYNWOOD
Contact Person: SALVADOR MENDEZ *Telephone:* 310-603-0220
Original Contract Amount: \$1,189,000 *Final Contract Amount:* \$1,639,460
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: FY 17/18 MISCELLANEOUS STREET REPAIRS / 10201035
Start and Finish Dates: 6/18/18 – 8/10/18
Project Description: REMOVALS, ASPHALT, CONCRETE, TRAFFIC CONTROL, MOB, COLD PLANE
Agency Name: CITY OF PALOS VERDES ESTATES
Contact Person: KEN RUKAVINA, PE *Telephone:* 310-378-0383
Original Contract Amount: \$387,392 *Final Contract Amount:* \$377,503
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: T&M WORK – ROUTE 1 - PAVEMENT FAILURE / 10200926
Start and Finish Dates: 3/26/18 – 5/10/18
Project Description: REMOVE THE STRUCTURAL SECTION, FILL THE VOID, COMPACT SOIL
Agency Name: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
(CALTRANS)
Contact Person: MARK MORRIS *Telephone:* 916-227-6299
Original Contract Amount: \$300,000 *Final Contract Amount:* \$101,525
Change in contract amount is due to items of work being added/deleted by agency



SULLY-MILLER
CONTRACTING Co.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: FY 2017 – 2018 St. Improvement Project / 10199734
Start and Finish Dates: 2/26/18 – 3/7/18
Project Description: AC GRIND & OVERLAY, EARTHWORK, TRAFFIC CONTROL, MOB, LIME TREATMENT
Agency Name: CITY OF HESPERIA
Contact Person: JAMIE CARONE *Telephone:* 760-947-1449
Original Contract Amount: \$1,722,660.00 *Final Contract Amount:* \$1,879,497
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: LOCAL/RESIDENTIAL STREET IMPROVEMENT PROJECT (PHASE VIII) / 10199482
Start and Finish Dates: 3/27/18 – 5/16/18
Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACKFILLING, LOOPS
Agency Name: CITY OF BURBANK
Contact Person: OMAR MOHEIZE *Telephone:* 818-238-5850
Original Contract Amount: \$3,499,173 *Final Contract Amount:* \$3,661,493
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: ARROW BLVD AND FONTANA AVENUE SAFE ROUTES TO SCHOOL / 10198414
Start and Finish Dates: 1/2/18 – 5/15/18
Project Description: REMOVALS, AC GRIND & OVERLAY, EARTHWORK, TREE REMOVAL, PCC IMPR.
Agency Name: CITY OF FONTANA
Contact Person: RICHARD OAXACA *Telephone:* 909-350-76-10
Original Contract Amount: \$982,000 *Final Contract Amount:* \$1,045,659
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: JOB ORDER CONTRACT FOR PAVEMENT MAINT. , FY 2017-18 / 10198348
Start and Finish Dates: 4/30/18 – 4/30/19
Project Description: MISCELLANEOUS CONSTRUCTION THROUGHOUT ORANGE COUNTY
Agency Name: COUNTY OF ORANGE
Contact Person: STEVE CLAYTON *Telephone:* 714-667-8800
Original Contract Amount: \$4,656,000 *Final Contract Amount:* \$800,927
Change in contract amount is due to items of work being added/deleted by agency

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: FLORENCE METRO BLUE LINE STATION BIKEWAY ACCESS IMPR. / 10197845
Start and Finish Dates: 1/29/18 – 4/8/18
Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EARTHWORK, STRIPING
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW)
Contact Person: ALI DANA *Telephone:* 626-458-3144
Original Contract Amount: \$1,049,589 *Final Contract Amount:* \$1,158,441
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: LOCAL STREET AND CITY PARK IMPROVEMENT PROJECT / 10197735
Start and Finish Dates: 1/8/18 – 3/15/18
Project Description: AC GRIND & OVERLAY, REMOVALS, CONCRETE IMPROVEMENTS, LANDSCAPE
Agency Name: CITY OF LA PUENTE
Contact Person: ADEL FREIJ – WILDAN *Telephone:* 562-364-8486
Original Contract Amount: \$758,173.00 *Final Contract Amount:* \$758,032
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: POLK STREET RESURFACING PROJECT- 58TH AVENUE TO AIRPORT / 10197698
Start and Finish Dates: 1/16/18 – 2/16/18
Project Description: AC GRIND & OVERLAY, PULVERIZATION, EARTHWORK, AGGREGATE, STRIPING
Agency Name: COUNTY OF RIVERSIDE
Contact Person: JOEL JIMENEZ *Telephone:* 951-955-6780
Original Contract Amount: \$788,762 *Final Contract Amount:* \$660,553
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: ANZA AVENUE REHABILITATION (190TH TO DEL AMO), I-144 / 10197224
Start and Finish Dates: 1/2/18 – 4/30/18
Project Description: AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, TRAFFIC CONTROL
Agency Name: CITY OF TORRANCE
Contact Person: SHIN FURUKAWA *Telephone:* 310-328-5310
Original Contract Amount: \$1,267,000 *Final Contract Amount:* \$1,009,508
Change in contract amount is due to items of work being added/deleted by agency



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PEARBLOSSOM HWY WATER MAIN RELOCATION 121ST ST EAST / 10197174
Start and Finish Dates: 12/26/17 – 4/26/18
Project Description: TRAFFIC CONTROL, AC, REMOVE & REPLACE WATERLINE, ASBESTOS REMOVAL
Agency Name: LOS ANGELES WATERWORKS DISTRICT (LACDPW)
Contact Person: LAURA SMITH *Telephone:* 626-458-3114
Original Contract Amount: \$2,943,000 *Final Contract Amount:* \$3,016,282
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: UCI COOLING TOWER RECYCLED WATER CONVERSION PIPELINE / 10196627
Start and Finish Dates: 10/25/17 – 3/25/18
Project Description: MOBILIZATION, TRAFFIC CONTROL, UNDERGROUND, COLD MILL, AC, SLURRY
Agency Name: IRVINE RANCHE WATER DISTRICT
Contact Person: HARRY CHO *Telephone:* 949-453-5300
Original Contract Amount: \$1,117,500 *Final Contract Amount:* \$1,586,637
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: STREET RECONSTRUCTION PROJECT / 10196509
Start and Finish Dates: 10/23/17 – 12/8/17
Project Description: AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, CONCRETE, IMPR.
Agency Name: CITY OF EI MONTE
Contact Person: JIM GEYER *Telephone:* 626-580-2058
Original Contract Amount: \$1,199,000 *Final Contract Amount:* \$1,202,924
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: DOWNTOWN PEDESTRIAN ACCESS IMPR. AT HUNTINGTON / 10196168
Start and Finish Dates: 12/4/17 – 1/4/18
Project Description: EXCAVATION, BASE, AC, PCC, SURVEY, LANDSCAPE, MASONRY, ELECTRICAL
Agency Name: CITY OF ARCADIA
Contact Person: KEVIN MERRILL *Telephone:* 626-574-5400
Original Contract Amount: \$182,748 *Final Contract Amount:* \$201,023
Change in contract amount is due to items of work being added/deleted by agency



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: UNINCORPORATED COMMUNITY OF CHARTER OAK / 10196167
Start and Finish Dates: 11/13/17 – 2/28/18
Project Description: EXCAVATION, AGGREGATE-BASE, CONCRETE, AC PAVING, TRAFFIC CONTROL
Agency Name: LACDPW
Contact Person: ANOUSH HOVSEPIANS *Telephone:* 626-458-3114
Original Contract Amount: \$1,172,333 *Final Contract Amount:* \$1,129,637
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: JOHN WAYNE AIRPORT TERMINAL C TAXI STAGING AREA / 10194789
Start and Finish Dates: 11/6/17 – 3/6/18
Project Description: DEMOLITION, CONCRETE IMPROVEMENTS, MOBILIZATION, TRAFFIC
Agency Name: COUNTY OF ORANGE
Contact Person: KORY HARIRI *Telephone:* 949-252-5171
Original Contract Amount: \$543,000 *Final Contract Amount:* \$458,500
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: RESIDENTIAL STREET REHAB PROJECT PH. I AREA 7 PCC / 10194501
Start and Finish Dates: 8/8/17 – 10/13/17
Project Description: TRAFFIC CONTROL, PCC, AC, COLD PLANE, ADJUSTMENTS, CRACKSEAL
Agency Name: CITY OF RANCHO PALOS VERDES
Contact Person: NATALIE CHAN *Telephone:* 310-544-5289
Original Contract Amount: \$1,419,331 *Final Contract Amount:* \$1,976,934
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: RANCHERO ROAD REHAB & MAIN ST. MEDIAN PROJECT / 10194432
Start and Finish Dates: 7/24/17 – 9/22/17
Project Description: EXCAVATION, AC, CONCRETE, BASE, COLD PLANE, STRIPING, ADJUSTMENTS
Agency Name: CITY OF HESPERIA
Contact Person: TINA SOUZA *Telephone:* 760-947-1474
Original Contract Amount: \$487,450 *Final Contract Amount:* \$487,030
Change in contract amount is due to items of work being added/deleted by agency



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MONROVIA RENEWAL - NORTHWEST AREA INFRASTRUCTURE / 10194317
Start and Finish Dates: 8/20/17 – 5/31/18
Project Description: PULVERIZATION, EXCAVATION, AC PAVING, CONCRETE, SEWER, ADJUSTING
Agency Name: CITY OF MONROVIA
Contact Person: JIM MERRILL *Telephone:* 626-932-5575
Original Contract Amount: \$7,398,739 *Final Contract Amount:* \$8,514,561
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: DIVISION DR. & SUGARPINE RD / 10193679
Start and Finish Dates: 8/4/17 – 9/30/17
Project Description: AC, GRADING, REMOVALS, PULVERIZATION, ADJUSTING UTILITIES
Agency Name: COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS
Contact Person: HAILE FORD *Telephone:* 909-387-7920
Original Contract Amount: \$668,400 *Final Contract Amount:* \$667,886
Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: LUNA RD / 10193678
Start and Finish Dates: 8/4/17 – 10/13/17
Project Description: REMOVALS, PULVERIZATION, EXCAVATION, CEMENT TREAT, EARTHWORK
Agency Name: COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS
Contact Person: HAILE FORD *Telephone:* 909-387-7920
Original Contract Amount: \$2,022,000 *Final Contract Amount:* \$2,007,995
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: LOS ANGELES AVE. WIDENING / 10192625
Start and Finish Dates: 7/5/17 – 9/22/17
Project Description: AC, PCC IMPROVEMENTS, REMOVALS, TRAFFIC CONTROL, UNDERGROUND
Agency Name: CITY OF SIMI VALLEY
Contact Person: SARAH SHESHEBOR *Telephone:* 805-583-6792
Original Contract Amount: \$248,946 *Final Contract Amount:* \$258,537
Change in contract amount is due to items of work being added/deleted by agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ARROYO SECO PEDESTRIAN AND BICYCLE TRAIL PROJECT / 10192407
Start and Finish Dates: 7/24/17 – 1/31/18
Project Description: REMOVALS, EARTHWORK, PCC, PETROMAT, AC, LANDSCAPE, ELECTRICAL
Agency Name: CITY OF SOUTH PASADENA
Contact Person: RAFAEL CASILLAS *Telephone:* 626-403-7240
Original Contract Amount: \$2,086,255 *Final Contract Amount:* \$1,975,575
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2017 PAVEMENT REHAB PROJECT, PS-005 & CULVER WEST / 10189586
Start and Finish Dates: 6/5/17 – 9/5/17
Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EXCAVATION
Agency Name: CITY OF CULVER CITY
Contact Person: HONG WANG *Telephone:* 310-353-5600
Original Contract Amount: *Final Contract Amount:* \$2,301,205
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: McCADDEN PLACE – BEVERLY BOULEVARD TO 3RD STREET / 10189026
Start and Finish Dates: 8/7/17 – 1/28/18
Project Description: EXCAVATION, CONCRETE IMPROVEMENTS, ALLOWANCES, LANDSCAPE
Agency Name: CITY OF LOS ANGELES
Contact Person: RALPH SHOVLIN *Telephone:* 213-978-0262
Original Contract Amount: \$496,000 *Final Contract Amount:* \$408,306
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: MAGNOLIA AVE. & RAMONA DR. WATER DISTRIBUTION MAIN / 10188799
Start and Finish Dates: 5/9/17 – 11/1/17
Project Description: ASPHALT, CONCRETE, WATER, LOOPS, STRIPING, ADJUSTMENTS
Agency Name: CITY OF RIVERSIDE
Contact Person: FERNANDO ROMERO *Telephone:* 951-826-5311
Original Contract Amount: \$1,984,777 *Final Contract Amount:* \$1,971,695
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING Co.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: TRAFFIC SIGNAL IMPR. ON SANTA MONICA BLVD / 10188768
Start and Finish Dates: 7/1/17 – 10/6/17
Project Description: SURVEY, EXCAVATION, TRAFFIC CONTROL, CONCRETE, SWPPP, ELECTRICAL
Agency Name: CITY OF WEST HOLLYWOOD
Contact Person: SHARON PERLSTEIN *Telephone:* NUMBER
Original Contract Amount: \$1,170,439 *Final Contract Amount:* \$1,291,399
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2016-17 STREET REHABILITATION PROGRAM / 10188741
Start and Finish Dates: 5/20/17 – 7/1/17
Project Description: TRAFFIC CONTROL, SWPPP, COLD MILL, ARHM, AC, BASE, DEMO, PCC, ADJUSTIN
Agency Name: CITY OF SIERRA MADRE
Contact Person: CHRIS CIMINO *Telephone:* 626-355-7135
Original Contract Amount: \$449,196 *Final Contract Amount:* \$570,294
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: STREET & LANDSCAPE IMPR. ON CARSON STREET / 10188501
Start and Finish Dates: 7/1/17 – 12/31/17
Project Description: REMOVALS, AC, IMPORT, TRAFFIC CONTROL, SITE FURNISHINGS, MASONRY
Agency Name: CITY OF HAWAIIAN GARDENS
Contact Person: ISMILE NOORBAKSH *Telephone:* 562-420-2641
Original Contract Amount: \$2,620,118 *Final Contract Amount:* \$2,702,025
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: ASPHALT PAVING & PULVERIZING HAIWEE PP SOUTH ACCESS RD / 10188291
Start and Finish Dates: 6/14/17 – 8/1/17
Project Description: AC PAVING, GRADING, PULVERIZATION, MOBILIZATION
Agency Name: LACDPW
Contact Person: ISABEL DE VERA *Telephone:* 213-367-4309
Original Contract Amount: \$132,321 *Final Contract Amount:* \$124,673
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: 6TH STREET BICYCLE BOULEVARD PROJECT / 10188038
Start and Finish Dates: 7/5/17 – 11/30/17
Project Description: EXCAVATION, AC GRIND AND OVERLAY, PCC IMPROVEMENTS, UNDERGROUND
Agency Name: CITY OF LONG BEACH
Contact Person: STEVE TWEED *Telephone:* 562-570-5161
Original Contract Amount: \$821,000 *Final Contract Amount:* \$1,027,181
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: FY 2016-17 CDBG STREET IMPROVEMENTS / 10187953
Start and Finish Dates: 2/20/17 – 2/21/18
Project Description: REMOVALS, FULL DEPTH RECLAMATION, AC PAVING, GRADING, SLURRY SEAL
Agency Name: CITY OF HESPERIA
Contact Person: DAVID BURKETT *Telephone:* 760-947-1202
Original Contract Amount: \$ 1,417,999.60 *Final Contract Amount:* \$1,417,999
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: EMERGENCY GRIND AND OVERLAY / 10187603
Start and Finish Dates: 1/14/17 – 1/20/17
Project Description: GRIND AND OVERLAY
Agency Name: CITY OF VERNON
Contact Person: V. RODRIGUEZ *Telephone:* 323-583-8811
Original Contract Amount: \$100,000 *Final Contract Amount:* \$100,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: CONSTRUCTION ON ST.HWY ROUTE 18 IN S.B.COUNTY / 10187599
Start and Finish Dates: 4/1/17 – 6/23/17
Project Description: UNDERGROUND, PCC IMPROVEMENTS, AC PAVING, STRIPING, SIGNAGE
STRUCTURES W/REBAR
Agency Name: CALTRANS
Contact Person: MOHSEN PARVINJAH *Telephone:* 916-227-6299
Original Contract Amount: \$1,076,000 *Final Contract Amount:* \$1,059,906
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MARINE PARK IRRIGATION RETROFIT PROJECT / 10187204
Start and Finish Dates: 5/15/17 -- 12/31/17
Project Description: SURVEY, REMOVALS, WATER LINE, PCC, AC, LANDSCAPE, IRRIGATION, ELECTRIC
Agency Name: CITY OF SANTA MONICA
Contact Person: CARLOS ROSALES *Telephone:* 310-458-8721
Original Contract Amount: \$2,065,100 *Final Contract Amount:* \$2,151,556
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: FY.2015-2016 PAVEMENT REHABILITATION PROGRAM / 10186801
Start and Finish Dates: 12/16/16 -- 12/16/19
Project Description: COLD MILL, EXCAVATION, AC, PCC, CRACK TREATMENT, SURVEY
Agency Name: CITY OF EL MONTE
Contact Person: NADEEM SYED *Telephone:* 626-580-2058
Original Contract Amount: \$1,180,092 *Final Contract Amount:* \$2,029,332
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: CARSON STREET AND NORWALK BOULEVARD IMPROVEMENTS / 10186780
Start and Finish Dates: 5/1/17 -- 6/1/17
Project Description: AC, DEMO, PCC, TRAFFIC CONTROL, MISCELLANEOUS FURNISHINGS
Agency Name: CITY OF HAWAIIAN GARDENS
Contact Person: ISHMILE NOORBAKSH *Telephone:* 562-420-2641
Original Contract Amount: \$369,880 *Final Contract Amount:* \$369,880
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: DUARTE ROAD ARTERIAL REHABILITATION / 10186427
Start and Finish Dates: 1/15/17 -- 3/30/17
Project Description: AC GRIND & OVERLAY, EXCAVATION, CONCRETE, ELECTRICAL
Agency Name: CITY OF ARCADIA
Contact Person: TIM KELLECHER *Telephone:* 626-574-5415
Original Contract Amount: \$560,022 *Final Contract Amount:* \$532,009
Change in contract amount is due to items of work being added/deleted by the agency.



**SULLY-MILLER
CONTRACTING CO.**

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: YUCCA LOMA ROAD STREET AND STRIPING IMPROVEMENTS / 10186361
Start and Finish Dates: 12/1/16 – 2/1/17
Project Description: AC, BASE, PCC, GRADING, REMOVALS, UNDERGROUND, STRUCTURES
Agency Name: TOWN OF APPLE VALLEY
Contact Person: RICHARD PEDERSON *Telephone:* 760-240-7000
Original Contract Amount: \$389,000 *Final Contract Amount:* \$389,000
 Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: GOLD LINE STATION PEDESTRIAN AND BICYCLE IMPROVEMENTS / 10186191
Start and Finish Dates: 12/1/16 – 4/1/17
Project Description: EARTHWORK, CONCRETE, ASPHALT PAVING, MOB, TRAFFIC CONTROL
Agency Name: CITY OF DUARTE
Contact Person: RAFAEL CASILLAS *Telephone:* 626-357-7931
Original Contract Amount: \$1,674,357 *Final Contract Amount:* \$1,730,380
 Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: STREET SLURRY SEAL PROJECT 2016/2017 IN VARIOUS STREETS / 10186075
Start and Finish Dates: 11/28/16 – 2/15/17
Project Description: EXCAVATION, BASE, AC, PCC, SLURRY STRIPING
Agency Name: CITY OF BELL
Contact Person: ANGELA BUSTAMANTE *Telephone:* 323-588-6211
Original Contract Amount: \$ 462,000 *Final Contract Amount:* \$462,000
 Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: GAGE AVENUE IMPROVEMENTS FROM WILCOX AVENUE TO RIVER DR/ 10185788
Start and Finish Dates: 10/19/16 – 12/2/16
Project Description: TRAFFIC CONTROL, CLEARING & GRUBBING, CMB, ARHM, STRIPING
Agency Name: CITY OF BELL
Contact Person: DANI KIM *Telephone:* 323-588-6211
Original Contract Amount: \$ 671,000 *Final Contract Amount:* \$671,000
 Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ARROYO DRIVE AREA SEWER AND STREET IMPROVEMENTS / 10185389
Start and Finish Dates: 11/1/16 – 1/30/017
Project Description: AC PAVING, PCC IMPROVEMENTS, UNDERGROUND, MANHOLES, EXCAVATION
Agency Name: CITY OF FULLERTON
Contact Person: DON HOPE *Telephone:* 714-738-6300
Original Contract Amount: \$ 874,000 *Final Contract Amount:* \$874,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: BEAR VALLEY ROAD RECONSTRUCTION (MARIPOSA TO AMARGOSA / 10185154
Start and Finish Dates: 10/15/16 – 12/16/16
Project Description: COLD PLANE, EXCAVATION, BASE, CONCRETE, ASPHALT, TRAFFIC, STRUCTURES
Agency Name: CITY OF VICTORVILLE
Contact Person: BRUCE MILLER *Telephone:* 760-955-5000
Original Contract Amount: \$ 2,323,000 *Final Contract Amount:* \$2,307,860
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: MCDONNELL AVENUE, ET AL / 10185083
Start and Finish Dates: 12/1/16 – 12/1/16
Project Description: MOB, DEMOLITION, EXCAVATION, CEMENT TREATED BASE, UNDERGROUND
Agency Name: LACDPW
Contact Person: TIM BAZINET *Telephone:* 626-458-3144
Original Contract Amount: \$3,076,035 *Final Contract Amount:* \$3,129,747
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING / 10185040
Start and Finish Dates: 12/1/16 – 3/31/17
Project Description: EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING
Agency Name: CITY OF SAN GABRIEL
Contact Person: DAREN GRILLEY *Telephone:* 626-308-2800
Original Contract Amount: \$379,519 *Final Contract Amount:* \$699,171
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16/ 10184825
Start and Finish Dates: 10/3/16 – 1/15/17
Project Description: RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16
Agency Name: CITY OF LA HABRA
Contact Person: EDDIE CHAN *Telephone:* 562-383-4151
Original Contract Amount: \$1,745,500 *Final Contract Amount:* \$1,745,500
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: MONROVIA RENEWAL – SOUTHWEST / SOUTHEAST AREA / 10184717
Start and Finish Dates: 10/3/16 – 1/15/17
Project Description: EXCAVATION/DEMOLITION, AC GRIND AND OVERLAY, PULVERIZE, CAPE SEAL
Agency Name: CITY OF MONROVIA
Contact Person: JIM MERRILL *Telephone:* 626-932-5575
Original Contract Amount: \$4,940,000 *Final Contract Amount:* \$4,940,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: WASHINGTON BOULEVARD STREET IMPROVEMENTS – PHASE 2/ 10184671
Start and Finish Dates: 10/1/16 – 12/23/16
Project Description: AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL
Agency Name: CITY OF MONTEBELLO
Contact Person: SAMUEL KOURI *Telephone:* 323-887-1460
Original Contract Amount: \$824,690 *Final Contract Amount:* \$824,690
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: TEMPLE AVENUE IMPROVEMENTS / 10184162
Start and Finish Dates: 12/6/16 – 1/16/17
Project Description: TRAFFIC CONTROL, DEMO, PCC, AC, LANDSCAPE, SLURRY SEAL
Agency Name: CITY OF LA PUENTE
Contact Person: ADEL FREIJ (WILDAN) *Telephone:* 562-364-8486
Original Contract Amount: \$524,751 *Final Contract Amount:* \$579,806
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: CONSTRUCTION OF LIBERTY PARK ANNEX EXTERIOR IMPROVEMENTS / 10184161
Start and Finish Dates: 8/29/16 – 9/21/16
Project Description: AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL
Agency Name: CITY OF CERRITOS
Contact Person: FREDDY BONILLA *Telephone:* 562-860-0311
Original Contract Amount: \$311,130 *Final Contract Amount:* \$311,130
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: 2017 CITYWIDE STREET RESURFACING / 10183764
Start and Finish Dates: 8/29/16/11/11/16
Project Description: SURVEY, CONCRETE, UNDERGROUND, AC, COLD PLANE, FENCING
Agency Name: CITY OF LA CANADA FLINTRIDGE
Contact Person: GREG KWOCEK *Telephone:* 818-790-8880
Original Contract Amount: \$1,284,195 *Final Contract Amount:* \$1,284,195
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: ALAMO STREET WIDENING WEST OF GAGE AVENUE / 10183436
Start and Finish Dates: 8/15/16 – 10/14/16
Project Description: DEMOLITION, CONCRETE IMPROVEMENTS, AC GRIND & OVERLAY
Agency Name: CITY OF SIMI VALLEY
Contact Person: SARAH SHESHEBOR *Telephone:* 805-583-6786
Original Contract Amount: \$288,629 *Final Contract Amount:* \$288,629
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: WILMINGTON AVENUE IMPROVEMENTS / 10183227
Start and Finish Dates: 9/12/16 – 12/16/16
Project Description: COLD PLANE, AC, PCC, ADJUSTMENTS, ELECTRICAL, SURVEY
Agency Name: CITY OF COMPTON
Contact Person: JOHN STRICKLAND *Telephone:* 310-605-5500
Original Contract Amount: \$1,219,750 *Final Contract Amount:* \$1,146,489
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: VALLEY VIEW UTILITY RELOCATION / 10182766
Start and Finish Dates: 7/18/16 – 8/31/16
Project Description: TRAFFIC CONTROL, EROSION CONTROL, WATER LINE, SIDEWALK
Agency Name: CITY OF CERRITOS
Contact Person: FREDDY BONILLA *Telephone:* 562-860-0311
Original Contract Amount: \$379,000 *Final Contract Amount:* \$379,000
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: CHICO AVENUE FROM RUSH STREET TO SOUTH END OF STREET / 10182094
Start and Finish Dates: 7/11/16 – 9/2/16
Project Description: COLD MILL, AC, GRADING, CONCRETE, ADJUST MANHOLES & VALVES
Agency Name: CITY OF SOUTH EL MONTE
Contact Person: ARJAN IDNADI *Telephone:* 626-579-6540
Original Contract Amount: \$299,210 *Final Contract Amount:* \$299,210
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: DESERT SHORES TOWNSITE ROADWAY IMPROVEMENT PROJECT / 10182072
Start and Finish Dates: 7/1/16 – 10/28/16
Project Description: SHOULDER BACKING, ADJUST MANHOLES & VALVES, COLD PLANE, ARAM
Agency Name: IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS
Contact Person: JENELL GUERRERO *Telephone:* 442-265-1818
Original Contract Amount: \$1,111,000 *Final Contract Amount:* \$1,111,000
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: INTERSECTION MODIFICATION AT WALNUT AVENUE AND ALAMITOS / 10180933
Start and Finish Dates: 10/1/16 – 5/1/17
Project Description: EXCAVATION, AC GRIND & OVERLAY, CONCRETE, AGGREGATE BASE, UNDERGROUND
Agency Name: CITY OF LONG BEACH
Contact Person: ERIC LOWE *Telephone:* 562-570-5161
Original Contract Amount: \$851,568 *Final Contract Amount:* \$2,036,000
Change in contract amount is due to items of work being added/deleted by the agency.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: 2015-16 ANNUAL OVERLAY PROJECT / 10180815
Start and Finish Dates: 6/27/16 -- 9/16/16
Project Description: COLD PLANE, GRADING, AC, CRACK SEAL, STRIPING, LOOPS
Agency Name: CITY OF SANTA CLARITA
Contact Person: FRANK LUJAN *Telephone:* 661-255-4942
Original Contract Amount: \$3,964,775 *Final Contract Amount:* \$3,964,775
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: BERYL STREET- FLAGLER TO 190TH DRAINAGE / 10180800
Start and Finish Dates: 6/13/16 – 10/1/16
Project Description: EXCAVATION, BASE, AC, PCC, COLD PLANE, UNDERGROUND
Agency Name: CITY OF REDONDO BEACH
Contact Person: SAILA POTUKUCHI *Telephone:* 310-372-1171
Original Contract Amount: \$1,658,101 *Final Contract Amount:* \$1,658,101
Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number: VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT / 10180528
Start and Finish Dates: 8/1/16 – 11/21/16
Project Description: DEMO, GEOGRID, EXCAVATION, EARTHWORK, PCC, ADJUSTMENT
Agency Name: CITY OF INDUSTRY
Contact Person: GERRY PEREZ *Telephone:* 626-333-0336
Original Contract Amount: \$3,828,191 *Final Contract Amount:* \$886,882
Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: BEACH PARKING LOT 4S ACCESS IMPROVEMENTS AND PAVING / 10179877
Start and Finish Dates: 5/23/16 -- 6/24/16
Project Description: COLD MILL, CONCRETE, EXCAVATION, SITE FURNISHINGS, AC
Agency Name: CITY OF SANTA MONICA
Contact Person: ZACH POLLARD *Telephone:* 310-458-8411
Original Contract Amount: \$706,094 *Final Contract Amount:* \$706,094
Change in contract amount is due to items of work being added/deleted by the agency.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C, BIDDER'S PROPOSAL"

BONDS

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

*** PLEASE SEE ATTACH BOND INFORMATION ***

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: CHARLIE PESSA, CHIEF ESTIMATOR
Date of Inspection: APRIL 9, 2020

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 4/9/20
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

ADDENDUM #1
BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for
ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST
STREET IMPROVEMENT PROJECT

CITY OF CUDAHY
Date Issued: April 9, 2020

Addendum for: ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST
STREET IMPROVEMENT PROJECT

Addendum No.: 1

Addendum Date: April 9, 2020

Issued by: City of Cudahy

Reminder 1: Bid due date is not changed. Bid due date is **3:00 PM** on **Tuesday, April 14, 2020.**

Reminder 2: Please sign Addenda Acknowledgement on page C.11 of Bid Package Section C Titled "BIDDER'S PROPOSAL". Entire Section C shall be submitted as Bidder's Proposal.

This addendum removes Bid Schedule, Pages C.2 through C.7 from the Bid Package, and replaces with Attachment A – Revised Bid Schedule Per Addendum 1. Contractors shall submit this revised Bid Schedule as part of their Bidder's Proposal.

The only change on the bid schedule is on page C.7, 1st bid item listed on this schedule: "Deduct Bid Item C.3 complete", is revised as follows: "Deduct Bid Item D.3 complete".

Attachments:

Attachment A – Revised Bid Schedule Per Addendum 1.

For all other questions, please contact via email:

Okan Demirci, PE
Project Manager
City of Cudahy
E: okan.demirci@transtech.org



**SULLY-MILLER
CONTRACTING CO.**

License #747612

135 S. State College Blvd., Suite #400 Brea, CA 92821 Phone (714) 578-9600

The Following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds:

Agent for Surety:

Willis Towers Watson Insurance Services
18101 Von Karman Avenue Suite #600
Irvine, CA 92612-14041
Phone 949/885-1206
FAX 949/885-1225
Contact: Victoria Campbell

Surety :

Willis Towers Watson Insurance Services
8044 Montgomery Road Suite #137
Cincinnati, OH 45236
Phone 513/984-2222 X 321
FAX 513/984-3165
Contact: Kelley Brown

Surety:

Fidelity and Deposit Co. of Maryland
One Upper Road, Building E/F
Parsippany, NJ 07054
Phone 973/394-5117
FAX 973/394-5157
Contact: Chris Celentano Mgr

Insurance:

Liberty Mutual Group
1133 Avenue of America
New York, NY 10036
Phone 800/227-9887 Ext 443
FAX 212/391-1954

Insurance:

Marsh USA
445 South Street Suite 210
Morristown, NJ 07962
Phone 973/401-5151
FAX 973/401-5045
Contact: Anton Schmitt

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR
ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT
(Project Name)

The undersigned declares:

I am the * of **, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on APRIL 8, 2020 [date], at BREA [city], CALIFORNIA [state]."



(Signature)

CURTIS WELTZ, ASSISTANT SECRETARY

(Printed name)

* ASSISTANT SECRETARY

** SULLY-MILLER CONTRACTING COMPANY

*** PLEASE SEE ATTACHED NOTARY ***

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

State of California

County of Orange

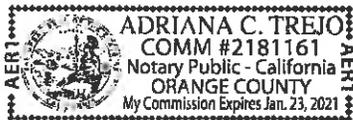
On April 8, 2020 before me, *Adriana C. Trejo*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Adriana C. Trejo
Signature of Notary Public
Adriana C. Trejo, 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:

Noncollusion Declaration – Signature Page

Document Date: April 8, 2020 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BIDDER INFORMATION

Bidder's Name:	SULLY-MILLER CONTRACTING COMPANY		
Address:	135 S. STATE COLLEGE BLVD., STE. 400 BREA, CA 90631		
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)	CORPORATION		
If a Corporation, State of Incorporation (i.e., Calif.)	DELAWARE		
Valid State Contractor's License No. and Class	747612 & A		
DIR Registration No.: (Also provide DIR No's for subcontractors as separate attachment)	1000003664		
<i>Contact Person Information:</i>			
Name	Title	E-mail	Tel
ANTHONY LINO	PRECONSTRUCTION MANAGER	Anthony.Lino@sully-miller.com	174/578-9600

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

*** PLEASE SEE ATTACHED CERTIFICATE OF INCUMBENCY & RESOLUTION ***

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

NONE

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

NONE

Previous contract performance history:

1. Was any contract terminated previously: NO
If the answer to the above is "yes", provide the following information:
 Contract/project name and number: _____
 Date of termination: _____
 Reason for termination: _____
 Owner's name: _____
 Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity?
If the answer to the above is "yes", provide the following information: YES

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C, BIDDER'S PROPOSAL"

*** PLEASE SEE ATTACHED LETTER OF ARBITRATION ***

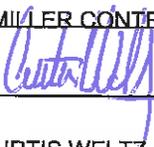
Contract/project name and number: _____
Date of filing claim: _____
Reason for filing claim: _____
Owner's name: _____
Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract? YES *** PLEASE SEE ATTACHED LETTER OF ARBITRATION ***
If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____
Date of commencement of litigation: _____
Reason for litigation: _____
Owner's name: _____
Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 8TH day of APRIL, 201²⁰.

BIDDER SULLY-MILLER CONTRACTING COMPANY



CURTIS WELTZ, ASSISTANT SECRETARY

*** PLEASE SEE ATTACHED NOTARY ***

Subscribed and sworn to this _____ day of _____, 201_.

NOTARY PUBLIC _____

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-6 to be completed only by document signer, not Notary)

2	-----
3	-----
4	-----
5	-----
6	-----

Signature of Document Signer No. 1

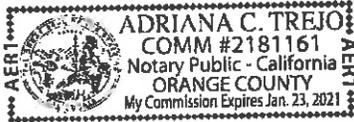
Signature of Document Signer No. 2

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me
On this 8th day of April, 2020 by:
Curtis Weltz

1. _____
2. _____



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

Signature _____

Adriana C. Trejo

Signature of Notary Public
Adriana C. Trejo, 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: Bidder Information - Signature Page

Document Date: April 8, 2020 Number of Pages 1

Signer(s) Other Than Named Above: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

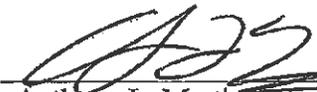
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821



State of California

Department of Industrial Relations

Business Name	Registration #	Registration Type	Submitted Date	Status	Effective Date	Expiration Date
SULLY-MILLER CONTRACTING COMPANY	1000003664 Update	Public Works		Active	07/01/19	06/30/20

SULLY-MILLER CONTRACTING COMPANY

Detail:

Registration Number:

1000003664

Status:

Active

CSLB Number:

747612

Legal Entity Type:

Corporation

Mailing Address:

135 S STATE COLLEGE BLVD, SUITE 400

BREA

CA 92821

County:

Orange



SULLY-MILLER
CONTRACTING Co.

Sully-Miller Contracting Company

License Certificate

I Certify under penalty of perjury under the laws of the State of California that the following is true and correct.

#747612

State Contractor's License No.

Curtis Weltz, Assistant Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **747612**

Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2022**

www.cslb.ca.gov





**SULLY-MILLER
CONTRACTING Co.**

April 8, 2020

City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Re: Atlantic Ave, Celcelia St, Ardine St and Patata St Street Improvement Project

Subject: Bidder's Questionnaire

Ladies and Gentlemen:

In regards to the above Proposal, Sully-Miller has been involved in the below claims:

Owner: The Boeing Company
Address of Owner: 2201 Seal Beach Blvd., 7th Floor, Seal Beach, CA 90740
Project: Douglas Park, Long Beach, CA
Date of Claim: June 2010
Description of Claim: Non-Payment for Work Performed by Sully-Miller
Status of Claim: *Arbitration-Settled in favor of Sully-Miller Contracting Company*

Owner: The City of Santa Monica
Address of Owner: 1685 Main Street, Santa Monica, CA 90401
Project: Lincoln Boulevard Resurfacing Project
Date of Claim: September 16, 2013
Description of Claim: Non-Payment for Extra Work Performed by Sully-Miller
Amount of Claim: \$ 45,000.00
Status of Claim: *Settlement Agreement Prior to Arbitration*

Owner: Charles Pankow Builders, Ltd.
Address of Owner: 199 S. Los Robles Ave., Ste. 300, Pasadena, CA 91101
Project: The Village at Santa Monica-Parcel A, B & C
Date of Claim: September 8, 2014
Description of Claim: Disagreement on Contractor's Scope of Work vs. Contract Agreement Scope of Work
Amount of Claim: \$ 176,000.00
Status of Claim: *Settlement in Mediation*

Page 2

Owner: City of South Gate
Address of Owner: 8650 California Ave., South Gate, CA 90280
Project: Intersection Improvements on Firestone Blvd., and Atlantic Ave Project No. 364-ST
Date of Claim: May 14, 2015
Description of Claim: Breach of Contract, Breach of Implied Warranty of Plans and Specifications and Declaratory Relief
Amount of Claim: \$ 490,000.00
Status of Claim: *Settlement in Mediation*

Owner: City of Compton
Address of Owner: 205 S Willowbrook Ave, Compton, CA 90220
Project: Water Bond Improvements and Water Line Replacement
Date of Claim: November 30, 2017
Description of Claim: Disagreement on Contractor's Scope of Work vs. Contract Agreement Scope of Work
Amount of Claim: \$2,229,159.00
Status of Claim: *Tentative Settlement reached April 2019.*

If you have any questions or need further information, please feel free to call me at 714-578-9600.

Sincerely,

Sully-Miller Contracting Company



Curtis Weltz
Assistant Secretary

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-6 to be completed only by document signer, not Notary)

2	-----
3	-----
4	-----
5	-----
6	-----

Signature of Document Signer No. 1

Signature of Document Signer No. 2

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

State of California

County of Orange

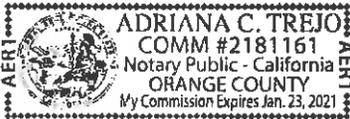
Subscribed and sworn to (or affirmed) before me

On this 7th day of April, 2020 by:

Curtis Weltz

1. _____

2. _____



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

Signature

Adriana C. Trejo
Signature of Notary Public
Adriana C. Trejo, 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: Proposal Guarantee/Bid Bond - Signature Page

Document Date: April 7, 2020 Number of Pages 1

Signer(s) Other Than Named Above: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

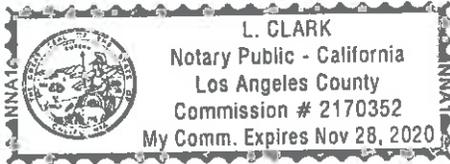
On APR 07 2020 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
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 [Handwritten 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: APR 07 2020

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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202719-024022

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell, Khoi Tran

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

CITY OF CUDAHY

PUBLIC WORKS CONTRACT

ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT

City Contract No.: _____

THIS AGREEMENT "Agreement" is made and entered into this ____ day of _____, by and between the CITY OF CUDAHY, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and _____, [a corporation/partnership/limited liability company corporation], located at _____ hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before _____, for the following:

ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT

in the City of CUDAHY, California, hereinafter called PROJECT.

At _____ on said date, in the CUDAHY Council Chambers, said bids were duly opened.

At its regular meeting held on _____, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I – CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS for the PROJECT shall consist of:

- document titled:
CONTRACT DOCUMENTS PLANS AND SPECIFICATIONS
for
ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT
- CONTRACTOR's Proposal
- ~~Required Federal Aid Contract Language (Form FHWA 1273)~~

- Federal Labor Standard Provisions
- Current Federal DOL Wage Decision
- Federal EEO and Affirmative Action Requirements
- and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and declarations, affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made and part hereof as though they were fully set forth herein.

All of the rights and obligations of the CITY and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision.

ARTICLE II - AGREEMENT

For and in consideration of the payments and agreements be made and performed by CITY, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III - COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount _____ Dollars (\$_____), based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

The sum identified in Article III is not subject to escalation, the CONTRACTOR having satisfied himself with said CONTRACT price, which includes all labor and material increases anticipated throughout the duration of this CONSTRUCTION CONTRACT.

CITY shall retain five percent (5%) of said CONTRACT price until said time as the provisions of Article XIV herein have been met.

Progress payments shall be made in accordance with Section 9 of the Standard Specifications for Public Works as amended by the General Provisions and Special Provisions.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

CITY's obligation is payable only and solely from Community Development Block Grant (CDBG) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this CONTRACT. All funds are appropriated every fiscal year beginning July 1. In the event this CONTRACT extends into the succeeding fiscal year and funds have not been appropriated, this CONTRACT will automatically terminate as of June 30 of the current fiscal year. The CITY will notify the CONTRACTOR in writing in ten (10) days of receipt of the non-appropriation notice.

ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this PROJECT.

ARTICLE V – COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to said CONTRACTOR by the Director of Public Works of CITY and shall complete work on the PROJECT within _____ working days after commencement.

ARTICLE VI – NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

ARTICLE VII – LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such 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 of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to

the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records electronically to the California Department of Industrial Relations (DIR) at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> and to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et

q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor’s License.

The Contractor shall possess a type _____ California Contractor’s license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Hazardous Materials and Unknown Conditions.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR’s subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as

defined in Section 25117 of the Health and Safety Code;

- 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, and Design Engineer and Construction Manager from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR’s work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.
- (b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE X - BONDS

Warranty & Guarantee

New Materials. Contractor guarantees that all materials and equipment furnished will be new unless otherwise specified in the Contract Documents.

One Year Guarantee. Contractor guarantees all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion is free from all defects due to faulty materials or workmanship. Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other property, whether real or personal. The City will give notice of observed defects with reasonable promptness. If Contractor fails to make such repairs, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred, plus 10% for administrative expenses. The Performance Bond shall remain in full force and effect through the guarantee period. Contractor shall execute the Public Improvement Warranty.

Bonds.

Contractor shall provide a payment bond consistent with the terms of this section and City may not waive this requirement. Contractor shall also provide a performance bond consistent with the terms of this section, unless City waives such requirement in writing. Each bond shall (1) be in writing; (2) signed by at least one admitted surety insurer under oath; (3) if a bond is signed by more than one surety insurer, include a statement that the sureties are jointly and severally liable on the obligations required hereunder; (4) list the address at which the principal and surety/sureties may be served with notices, papers, and other documents under this chapter; (5) be in the form of a bond and not in a deposit in lieu of a bond; (6) be consistent with any other requirements of the City that reasonably relate to a guarantee that the project will be completed at no cost to the City.

Payment Bond. Contractor shall furnish and file with City a bond in the sum of one hundred percent (100%) of the Compensation. Consistent with Civil Code § 3248, the bond shall provide that if the Contractor or any subcontractors hired by Contractor fails to pay (1) any of the persons named in Civil Code § 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Agreement; or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Unemployment Insurance Code §13020 with respect to the work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. The bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code § 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The bond provided under this section shall be released by written authorization of the City Engineer at the completion of the one year warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.

Performance Bond. Contractor shall provide City with a bond in the sum of one hundred percent (100%) of the Compensation to guarantee the completion of the Work, to protect City if Developer is in default of this Agreement, and to secure Contractor's one-year guarantee and warranty. The City Council may,

in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Contractor is not in default on any provision of this Agreement. All security provided under this section shall be released at the end of the warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.

ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- (a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

- (b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, Design Engineer and Construction Manager, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:
 - (1) Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
 - (2) Products/Completed Operations Hazard Insurance in an amount of not

less than TWO MILLION DOLLARS (\$2,000,000);

- (3) Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (4) Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- (c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The CITY and Design Engineer and Construction Manager shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- (d) NOTICE TO COMMENCE WORK - The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (c) of this article.

ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of _____ Dollars (\$ _____) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion

thereof, and CONTRACTOR hereby agrees to pay said sum of _____ Dollars (\$_____) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this CONTRACT. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: _____
a California Corporation

CITY OF CUDAHY
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY Council, the CITY Manager shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XV - NO - ASSIGNMENT

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY’s remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

ARTICLE XVIII – FEDERAL REQUIREMENTS

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland “Anti-Kick Back” Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See e.g. 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ____ day of _____, 20__, by their respective officers duly authorized in that behalf.

CITY OF CUDAHY
a Municipal Corporation

CONTRACTOR_____
a California Corporation

by: _____
_____, Mayor

by: _____
President

ATTEST:

by: _____
Secretary

by: _____
_____, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

**PUBLIC IMPROVEMENTS WARRANTY
ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT**

On _____, 200__, the City of CUDAHY accepted as complete and meeting the standards of City, the following public improvement(s):

_____, built and constructed by or for _____
("Contractor")

Contractor hereby warrants and guarantees the aforementioned public improvements as to the material used and workmanship performed for a period of one (1) year following the date set forth above.

In the event of a defect, malfunction, or failure to conform t the improvement specifications and all applicable local standards, the Contractor shall repair or replace said improvements at Contractor's own and sole expense within a reasonable time from notice of the defect from City. Should Contractor fail to cure any defect within a reasonable period of time, Contractor agrees to reimburse City for any and all costs of City's efforts to cure any defect once City has provided notice to the Contractor of the defect and the City's intent to cure such defect.

Should litigation be necessary to enforce the provisions of this warranty, the prevailing party shall be entitled to reimbursement for attorneys fees and court and related costs.

Executed at _____, California, on the day and year first written above.

CONTRACTOR

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND
ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____ dollars (\$ _____), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC: _____

MATERIAL AND LABOR BOND
ATLANTIC AVE, CECELIA ST, ARDINE ST AND PATATA ST STREET IMPROVEMENT PROJECT

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____ dollars (\$ _____), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC: _____

Blank Page



Item Number 12E

STAFF REPORT

Date: May 19, 2020

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

From: Santor Nishizaki, Acting City Manager/Executive Director
By: City Clerk's Office

Subject: **Consider Membership with Sister Cities International to Develop Global Relationships**

RECOMMENDATION

The City Council is requested to consider membership with Sister Cities International, and direct staff to complete the application seeking membership to the organization.

BACKGROUND/ANALYSIS

Sister Cities International is a membership organization committed to promoting connectivity and expanding relationships to municipalities and agencies around the world. Its mission is to promote understanding, cooperation, and develop lifelong relationships that increase "citizen diplomacy" to all its participants.

It does so by providing various programs and benefits to its members, such as citizen exchange programs, youth leadership summits, events that showcase local talent and youth, and global connections to expand communications, diplomacy, and partnerships for both the private and public sectors.

If directed to proceed, staff would complete and submit its 2020 membership application. Based on the size of the community, membership annuals due are \$440. Upon successful application processing, City staff would bring back a resolution for Council approval and officially be a member of Sister Cities International. The organization would then assign Cudahy to its sister city, whereby networking and relationship building would ensue.

CONCLUSION

Approval of this item would allow staff to proceed with the appropriate steps, solicit membership to Sister Cities International, and benefit from the partnerships and resources that entail with that membership. Council is requested to receive an overview to apply for Sister Cities International and direct staff to proceed with seeking membership to the organization.

FINANCIAL IMPACT

If approved and successfully processed, the City would owe \$440 in annual dues.

ATTACHMENTS

- A. CCM Debrief
- B. 2020 SCI Membership Application

City Connection Marketplace – Debrief

City:

State/Province:

Country:

Member Organization Primary Contact:

Phone:

Email:

CCM Contact:

Phone:

Email:

Member Organization Affiliation:

Date of Debrief:

Time:

City Overview

Population:

Density:

Area:

Weather:

Predominant languages in the community:

Diaspora populations/culturally distinct communities:

Neighboring cities/countries:

Main industry:

Number of primary schools:

Number of colleges/universities:

Tourist attractions/points of interest:

The extent of government interest in your Sister City organization:



SisterCities
INTERNATIONAL

Connect globally. Thrive locally.

The extent of private groups/affinity organizations interest in the city pairing:

Awards or recognitions the city/Sister City organization has received:

Personal testimony (helpful information for Sister City pairing):

City Connection Marketplace Interests

What spurred interest for city pairing?

What does your city have to offer to a potential Sister City?

Other areas beyond the previous specific interests your city would be willing to pursue?

The following interests for example:

- Virtual cultural exchanges, festivals and activities
- Organizing global travel exchanges
- Youth/student exchange programs
- Supporting developing communities
- Humanitarian projects
- Economic partnerships / business development / trade delegations
- Virtual classroom partnerships
- Municipal governance exchanges
- Hosting Annual/regional conferences



Regional Interests:

Any	Southern Africa	Central Asia
Central America	Northern Africa	East Asia
South America	Middle East	South Asia
Caribbean	Western Europe	Oceania
Western Africa	Eastern Europe	Other:
Eastern Africa	Northern Europe	

Primary regional interest:

Top 3 countries of interest:

Geographic interests (ex: mountain/coastal towns):

Any specific cities your Sister City organization has in mind or previously researched:

Why do these particular cities stand out for your Sister City organization?

Aspects to avoid when researching potential pairings that could hinder the pairing process:

Any pertinent information missed in the previous sections?

2020 Membership Application

Annual Dues* (Please check one)

City/County Population	Dues
<input type="checkbox"/> Under 5,000	\$190
<input type="checkbox"/> 5,000-10,000	\$310
<input type="checkbox"/> 10,000-25,000	\$440
<input type="checkbox"/> 25,000-50,000	\$610
<input type="checkbox"/> 50,000-100,000	\$810
<input type="checkbox"/> 100,000-300,000	\$1,030
<input type="checkbox"/> 300,000-500,000	\$ 1,380
<input type="checkbox"/> 500,000-1,000,000	\$1,910
<input type="checkbox"/> 1,000,000 and above	\$2,280

Please send your completed application to info@sistercities.org or mail to:
Sister Cities International, 915 15th Street NW, 4th Floor, Washington, DC, 20005

Community Information

City/County _____ State _____ Population Size _____

Does your city currently have a sister city? Yes No

City Contact Information

Mr. _____
 Salutation First Name Last Name

 Title Phone Number Email Address

Primary Contact Information

Mr./Ms. _____
 Salutation First Name Last Name Title

 Organization Address City

 State Zip code Phone number Email address

Are you a city employee? Yes No

If not, please enter your city's contact information in the box

above.
Billing information (if different from primary contact information)

Mr. _____
 Salutation First Name Last Name Title

 Organization Address City

 State Zip code Phone number Email address

Do you need an invoice? Yes No

Payment Method Check (make payable to SisterCities International) Visa MasterCard American Express

Card No. _____ Expiration Date _____ CC Security Code _____ Cardholder Name _____

Cardholder Signature _____

Sister Cities International supports private citizens, local organizations, and municipal officials who conduct exchanges and activities under the umbrella of the sister cities movement. Every day, we strengthen and grow the sister cities network by providing support to our members through programs, grants, services, and networking opportunities.

Member Services

- **Communications:** Sister Cities International can work with you to publicize your program's success stories, exchanges, and events as well as help you effectively navigate crises or controversies related to your program.
- **Connecting with the Network:** Sister Cities International's greatest resource is our network. We can connect you to the Department of State, foreign embassies in the U.S., and other key members to help you get the answers and support you need.
- **Governance and Policy Services:** In our network, there is no such thing as "one size fits all." Sister Cities International can help you establish an internal structure that suits the needs of your program and takes advantage of your community's resources.
- **City Connection Marketplace:** Our City Connection Marketplace provides you with dedicated staff assistance and the necessary connections to municipal officials, twinning organizations, and the diplomatic community to help you find and establish a sister city.

Resources and Discounts

- **Visa Consultations:** We partner with a number of immigration lawyers throughout the U.S. to provide pro-bono consultations (up to 30 min.) on questions you might have regarding inbound or outbound visas.
- **Travel Insurance:** Get access to discounted travelers insurance for individuals or groups through Sister Cities International.
- **Medical Services:** Sister Cities International works with Passport Health to provide members with discounted immunizations and other medical services.
- **Background Checks:** Members of Sister Cities International receive access to discounted background check services to administer international exchanges.
- **Toolkits and Templates:** Sister Cities International provides members with a number of resources to help build and run your program. Get access to handy guidelines, templates, webinars, and best practices for exchanges, policies, and other topics relevant to sister city program development.

Other Programs

- **Annual Awards:** The Awards highlight sister city programming excellence and achievement in a number of competitive categories and programmatic areas. The awards bring international recognition to each community's contributions to the citizen diplomacy movement.
- **Young Artists & Authors Showcase:** Open to all youth in member cities, the Showcase is a chance for students to share their passion for world peace by submitting artwork, essays, and poems inspired by an annual theme. Winners receive cash prizes and top entries tour the U.S.
- **High School Homestay:** This exchange program enables member cities to host high school students for a year or semester. We assist with processing exchange visas for the youth and makes it a simple and rewarding experience for students and host families.
- **Youth Leadership Summit:** Foster the next generation of citizen diplomats and future leaders by sending your community youth aged 14 - 18 to our annual Youth Leadership Summit. Through specialized simulations, site visits, speaker sessions, and peer interactions to empower them to think globally about critical issues. By interacting with other peers from around the world, students at the summit become a new generation of volunteers who are instrumental in promoting peace, mutual respect, and understanding among communities locally and worldwide.

**Membership dues rates are subject to an annual cost of living adjustment.*