

Gloria Olmos, Mayor
Richard Angel, Mayor Pro Tem
Manuel Acosta, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Anthony R. Taylor, City Attorney
Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

April 13, 2021, 6:00 PM
City Council Chambers
1415 Santa Anita Avenue
South El Monte, CA 91733

*****SPECIAL NOTICE REGARDING COVID-19*****

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 in response to the COVID-19 pandemic, which authorizes the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements of the Brown Act requiring the physical presence of Council Members, staff, or the public as a condition of participation in or quorum for a public meeting have been waived. Public participation will be allowed via the information below.

TELECONFERENCE

Members of the public will have access to listen to and participate in the meeting by calling the Toll-Free number 1-888-204-5987, Access Code: 9671457#. Callers should remain on the line to listen to meeting. If you wish to speak during public comment or on a specific agenda item, please wait for the Mayors instruction to dial 10, and you will be placed in the queue. You will experience a moment of silence until you are asked to announce your name and share your comments. Remain on the line to go back into listen mode.

OR

Join Zoom Meeting (Participate ONLY during PUBLIC COMMENT)

Link: <https://us02web.zoom.us/j/81375798835>

Webinar ID: 813 7579 8835

LIVE TELECAST

The public may also view a live telecast online under "Upcoming Events" at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received an hour before the scheduled meeting will be added to the City Council agenda as part of the public comment.

MEETINGS

The [City Council](#) holds regular meetings on the second and fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular and Adjourned Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact Donna G. Schwartz, CMC, City Clerk at (626) 579-6540 ext. 3280 or Cell (626) 274-0412 or Robert Molina, Interim Deputy City Clerk at (626) 579-6540 ext. 3220 or Cell (626) 374-1998.

[Agenda Begins on the Following Page]

1. ROLL CALL

Councilmembers: Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE – Councilmember Hector Delgado

3. INVOCATION - Pastor Noe Mendoza, Ark of Montebello Church, Montebello, California

4. PRESENTATIONS

4.a. CERTIFICATE OF RECOGNITION PRESENTED TO DR. HUMBERTO RAMOS ON HIS APPOINTMENT BY THE ARCHDIOCESE OF LOS ANGELES AS PARISH LIFE DIRECTOR OF EPIPHANTY CHURCH, SOUTH EL MONTE, CALIFORNIA

4.b. PROCLAMATION PRESENTED TO NANCY JOLLEY, ONELEGACY AMBASSADOR, PROCLAIMING APRIL 2021 AS DONATE FOR LIFE MONTH

4.c. PROCLAMATION PROCLAIMING APRIL 2021 AS AUTISM AWARENESS MONTH

4.d. CERTIFICATE OF RECOGNITION PRESENTED TO BOOK AUTHOR CARRIBEAN FRAGOZA ON BEING FEATURED IN THE NEW YORK TIMES FOR "EAT THE MOUTH THAT FEEDS YOU" AND IN THE LA TIMES FOR ONE OF THE YEAR'S MOST ANTICIPATED BOOK "EAST OF EAST: THE MAKING OF GREATER EL MONTE"

4.e. CERTIFICATE OF RECOGNITION PRESENTED TO SANDRA AMEZCUA ROCHA, SENIOR FROM SOUTH EL MONTE HIGH SCHOOL FOR RECEIVING THE EDISON INTERNATIONAL SCIENCE TECHNOLOGY ENGINEERING AND MATH (STEM) COLLEGE SCHOLARSHIP IN THE AMOUNT OF \$40,000

4.f. CAPITAL IMPROVEMENT PROJECTS ("CIP") UPDATE

Council to receive and file the triannual CIP update from the Public Works Department.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comment on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak for up to five minutes. With respect to non-public hearing agenda items, speakers shall provide their comments at this time. With respect to public hearing agenda items, speakers are encouraged to speak during the public hearing if they want their comments to be included in the record of the public hearing. Unless a majority of the Council objects, the Mayor may provide to speakers more or less time to speak. Any documents for review should be presented to the City Clerk for distribution.

7. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION AND APPROVAL OF ADJOURNED AND REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 23, 2021

Staff seeks Council approval of the Minutes for the Adjourned and Regular City Council Meeting held Tuesday, March 23, 2021

RECOMMENDED ACTION: Staff recommends City Council approve the Adjourned and Regular City Council Meeting Minutes of March 23, 2021.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-20, APPROVING WARRANTS FOR THE PERIOD OF MARCH 24, 2021 THROUGH APRIL 13, 2021

Authorizing payment of City expenditures for the period of March 24, 2021 through April 13, 2021 totaling \$1,664,281.21.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-20, authorizing payment of City expenditures.

7.c. CITY OF SOUTH EL MONTE HOUSING ELEMENT ANNUAL PROGRESS REPORT

Submittal of the City of South El Monte Housing Element Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research will ensure compliance with Government Code Section 65400(a).

RECOMMENDED ACTION: Receive and file the City of South El Monte Housing Element Annual Progress Report.

8. PUBLIC HEARINGS – None

9. GENERAL BUSINESS

9.a. PRESENTATION ON FRANCHISE FEES AND UTILITY USER TAX (UUT)

Staff was requested to provide an overview of the existing Franchise Fees being collected by the City. In order to accomplish this, the existing franchise agreements were reviewed, annual revenues were summarized, and observations have been made of current franchise activities. The City is in compliance with State Law and is maximizing revenue opportunities. There are two areas where further revenue enhancement in franchise fees may be possible, which requires further examination and discussion. Staff was additionally requested to research and provide information to explore the possible implementation of a Utility User Tax (UUT). To accomplish this objective, four key areas were examined. First, is the identification of the various types of utilities within the City that are eligible for applying a UUT. Second, is to benchmark other California cities and counties on which types of utilities are being selected for the application of the UUT. In addition, ten local San Gabriel Valley cities were examined to provide local perspective and the impact of additional revenue being received. Third, is an overview of how to implement the UUT in order to obtain the desired revenue level. Fourth, is to examine the ballot measure and voter approval requirements. City Council direction is being sought to determine what additional actions that they would like to be undertaken.

RECOMMENDED ACTION: Staff recommends City Council discuss and/or provide direction on Franchise Fees and UUT revenue opportunities.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-21, AWARDING CONSTRUCTION CONTRACT TO KDC dba DYNAELECTRIC FOR THE SANTA ANITA AVENUE AND KLINGERMANN STREET, RUSH STREET, AND CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, FUNDED BY HSIP, HSIPL-5352(019)

On February 16, 2021, the Engineering Department solicited bids for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project. The work includes installation of traffic signal and lighting to include new poles, foundations, controllers, conduit, traffic striping, curb, gutter, sidewalk and curb ramps at Santa Anita Avenue and Klingerman Street, Santa Anita Avenue and Rush Street and Santa Anita Avenue and Central Avenue intersections. The lowest responsive bid was submitted by KDC Inc. dba Dynaelectric L.A. in the amount of \$799,782.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-21, to do the following:

1. Adopt and approve the plans and specifications for Project No. 294 (Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project, Funded By HSIP, HSIPL-5352(019));
2. Review the bids submitted for the work to be performed and find that KDC Inc. dba Dynaelectric L.A. has submitted the lowest responsive bid for the Project;
3. Award the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project contract to KDC Inc. dba Dynaelectric L.A. in the amount of \$799,782, approving a 10% contingency amount of \$79,978, for a total project construction cost, not to exceed \$879,760;
4. Authorize Transtech Engineers, Inc. to proceed with construction management, grant coordination and inspection services, in the amount of \$87,976 (10% of construction cost), pursuant to their existing engineering services agreement; and,
5. Approve \$485,256 in Prop C funds for a total project budget of \$967,736.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234 requires that councilmembers must briefly report, orally or in writing, on meetings attended at City expense (for example, Contract City and League of California Cities Conferences, ICSC conferences, etc.) at the City Council meeting following the meeting.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

RECOMMENDED ACTION:

1. Discussion on Code Enforcement Patrolling on a More Consistent Basis for Excess Bulky Items.
2. Discussion on Graffiti Removal at New Temple Park and Various Locations in the City.

13. CLOSED SESSION - None

14. ADJOURNMENT

Tuesday, April 27, 2021, 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 8th day of April 2021.



City Clerk, CMC



City Council Agenda Report

**Agenda
Item No.
4.a.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CERTIFICATE OF RECOGNITION PRESENTED TO DR. HUMBERTO RAMOS ON HIS APPOINTMENT BY THE ARCHDIOCESE OF LOS ANGELES AS PARISH LIFE DIRECTOR OF EPIPHANTY CHURCH, SOUTH EL MONTE, CALIFORNIA

SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[Certificate](#)



Certificate of Appreciation

Presented to:

Dr. Humberto Ramos

*To your appointment as Parish Life Director
appointed by the Archdiocese of Los Angeles to
Epiphany Church, South El Monte.*

*Congratulations and we welcome you to the
City of South El Monte Community and Family.*

April 13, 2021

Gloria Olmos
Mayor Gloria Olmos

Richard Angel
Mayor Pro Tem Richard Angel

Manuel Acosta
Councilmember
Manuel Acosta

Hector Delgado
Councilmember
Hector Delgado

Gracie Retamozo
Councilmember
Gracie Retamozo



City Council Agenda Report

**Agenda
Item No.
4.b.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: PROCLAMATION PRESENTED TO NANCY JOLLEY,
ONELEGACY AMBASSADOR, PROCLAIMING APRIL
2021 AS DONATE FOR LIFE MONTH

SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[Proclamation](#)



PROCLAMATION
DMV/DONATE LIFE CALIFORNIA MONTH
APRIL 2021

WHEREAS, organ, eye, tissue, marrow, and blood donations are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 108,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

WHEREAS, deceased organ donors saved more than 33,000 lives last year, the most ever;

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions;

WHEREAS, over seventeen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

WHEREAS, California residents interested in saving a life through living kidney donation are encouraged to visit www.donatelifecalifornia.org, or for Spanish speakers, www.donevidacalifornia.org;

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2021 is hereby proclaimed "**DMV/Donate Life Month**" in the City of South El Monte, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card,



NOW, THEREFORE, I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, in recognition of National Donate Life Month, the month of April 2021 is hereby proclaimed "DMV/Donate Life California Month" in the City of South El Monte, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card.

IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of the City of South El Monte to be affixed this 13th Day of April 2021.

Gloria Olmos
Mayor Gloria Olmos

Richard Angel
Mayor Pro Tem Richard Angel

Gracie Retamozo
Councilmember
Gracie Retamozo

Hector Delgado
Councilmember
Hector Delgado

Manuel Acosta
Councilmember
Manuel Acosta



City Council Agenda Report

**Agenda
Item No.
4.c.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: PROCLAMATION PROCLAIMING APRIL 2021 AS
AUTISM AWARENESS MONTH

SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[Autism Awareness Month Proclamation.pdf](#)



PROCLAMATION

AUTISM AWARENESS MONTH

WHEREAS, autism is a developmental disability characterized by a range of successes and challenges with socialization, communication, and behavior; and

WHEREAS, the symptoms of autism typically are present before age three and often are accompanied by abnormalities in cognitive functioning, learning, attention, and sensory processing; and

WHEREAS, autism affects one in every 59 children in the United States; and

WHEREAS, autism is four times more likely to occur in boys than in girls; and

WHEREAS, autism can affect anyone, regardless of race, ethnicity or other factors; and

WHEREAS, the parents and relatives of individuals with autism are commended for their sacrifice and dedication in providing for the special needs of individuals with autism; and

WHEREAS, the need for early intervention services begins soon after a child has been diagnosed with autism because early intervention significantly improves the outcome and can reduce the level of funding and services needed to treat people with autism later in life; and

WHEREAS, the importance of training programs that are tailored to the needs of developmentally disabled persons including those with autism; and that people with autism can be, and are, productive members of the workforce if they are given appropriate support, training and early intervention services; and

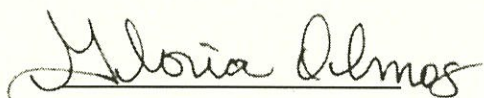


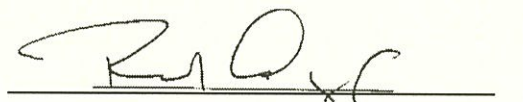
WHEREAS, the U.S. House and Senate passed resolution H. Con. Res. 303 on February 25, 2008, recognizing the importance of autism awareness, of the need to support individuals with autism and the family members, teachers, physicians, and other professionals who care for individuals with autism; and

WHEREAS, individuals with autism, like all other Americans, should have the opportunity to realize their ambitions and lead rewarding lives;

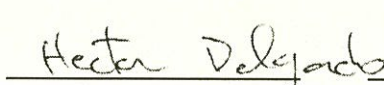
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of South El Monte does hereby proclaim April 1 through 30, 2021 as Autism Awareness Month in the City of South El Monte:

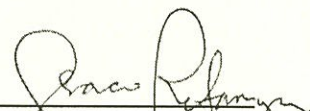
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of the City of South El Monte to be affixed this 13th day of April 2021.


Mayor Gloria Olmos


Mayor Pro Tem Richard Angel


Councilmember
Manuel Acosta


Councilmember
Hector Delgado


Councilwoman
Gracie Retamozo



City Council Agenda Report

**Agenda
Item No.
4.d.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Robert Molina,

SUBJECT: CERTIFICATE OF RECOGNITION PRESENTED TO BOOK AUTHOR CARRIBEAN FRAGOZA ON BEING FEATURED IN THE NEW YORK TIMES FOR "EAT THE MOUTH THAT FEEDS YOU" AND IN THE LA TIMES FOR ONE OF THE YEAR'S MOST ANTICIPATED BOOK "EAST OF EAST: THE MAKING OF GREATER EL MONTE"

SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[Certificate](#)



Certificate of Recognition

Presented to:

Caribbean Fragoza

Book Author

*Congratulations on being featured in the New York Times with,
"Eat the Mouth that Feeds You," and recognized by the L.A.*

Times as one of the year's most anticipated books about

California, with "East of East:

The Making of Greater El Monte."

*We applaud your tremendous achievements and wish
you continued success.*

April 13, 2021

Gloria Olmos
Mayor Gloria Olmos

Richard Angel
Mayor Pro Tem Richard Angel

Manuel Acosta
Councilmember
Manuel Acosta

Hector Delgado
Councilmember
Hector Delgado

Gracie Retamozo
Councilmember
Gracie Retamozo



City Council Agenda Report

**Agenda
Item No.
4.e.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Robert Molina,

SUBJECT: CERTIFICATE OF RECOGNITION PRESENTED TO SANDRA AMEZCUA ROCHA, SENIOR FROM SOUTH EL MONTE HIGH SCHOOL, FOR RECEIVING THE EDISON INTERNATIONAL SCIENCE, TECHNOLOGY, ENGINEERING, AND MATH (STEM) COLLEGE SCHOLARSHIP IN THE AMOUNT OF \$40,000

SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[Certificate](#)



Certificate of Recognition

Presented to:

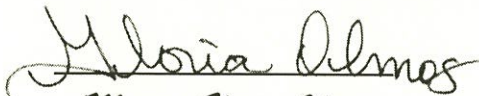
Sandra Amezcua Rocha

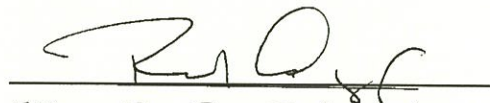
South El Monte High School

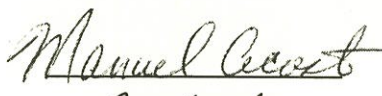
*For Receiving the Edison International Science and Technology
Engineering and Math (STEM) College Scholarship in the
Amount of \$40,000.*

*Congratulations on Behalf of the Mayor and
City Council, we wish you continued success in
all your future endeavors.*

April 13, 2021


Mayor Gloria Olmos


Mayor Pro Tem Richard Angel


*Councilmember
Manuel Acosta*


*Councilmember
Hector Delgado*


*Councilmember
Gracie Retamozo*



City Council Agenda Report

**Agenda
Item No.
4.f.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CAPITAL IMPROVEMENT PROJECTS ("CIP") UPDATE

SUMMARY: Council to receive and file the triannual CIP update from the Public Works Department.

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[FY 20-21 CIP PROGRESS UPDATE PRESENTATION 4-8-21](#)

City of South El Monte



Fiscal Year 2020-2021 Capital Improvement Program (CIP) Status Update Presentation



Colby Cataldi, Community Development Director

April 13, 2021

PRESENTATION OVERVIEW



- ✓ Status of CIP Projects Currently in Progress
- ✓ Upcoming CIP Projects Update
- ✓ CIP Projects Estimated Timeline

CIP PROGRAM OVERVIEW

As part of CIP program management, below are activities executed in every project:

- ✓ Project planning
- ✓ Scope of improvements
- ✓ Preliminary cost estimating
- ✓ Design phase (RFPs for design consultant selection)
- ✓ Preparation of bid package documents (plans, specifications, estimates)
- ✓ Authorization to bid, bidding, bid evaluation, recommendation for award of construction contract
- ✓ Construction
- ✓ Construction management & administration
- ✓ Project closeout

CIP PROGRAM OVERVIEW

The Capital Improvement Program is divided into five categories representing different project types:

1. Buildings
2. Parks
3. Streets
4. Traffic Signals
5. Pedestrian / Bike Lanes

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

TRAFFIC SIGNAL MODIFICATION – RUSH ST & PECK AVE

Project Name: Rush and Peck Traffic Signal Modification

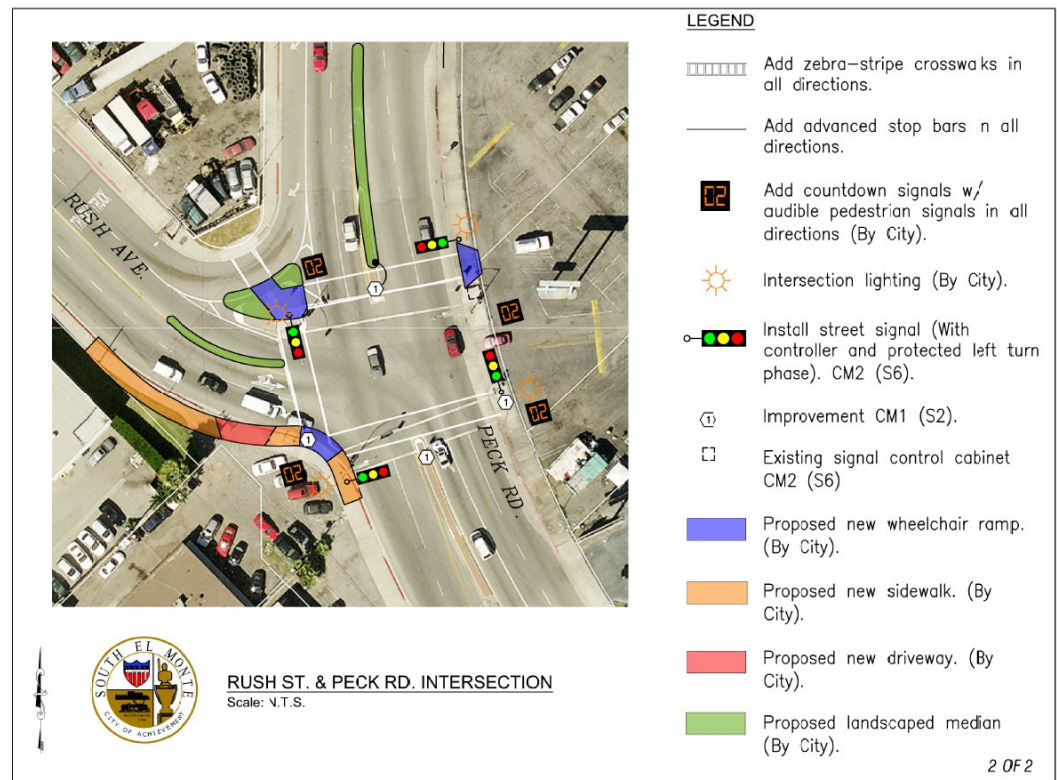
Project No: 293

Project Description: Traffic signalization upgrades to include sidewalk, curb, gutter, ramp concrete and asphalt regrading. Median, commercial driveway and new pavement markers. Sign relocation and installation and pole mounted signs.

Total Project Cost: \$746,982

Project Status: Construction is in final stages. Traffic signal equipment was installed, coordinating is in progress with SCE for power.

Anticipated Completion: May 2021



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

SANTA ANITA INTERSECTION IMPROVEMENT PROJECT

Project Name: Santa Anita intersections improvement project that includes Klingerman St, Rush St and Central Avenue

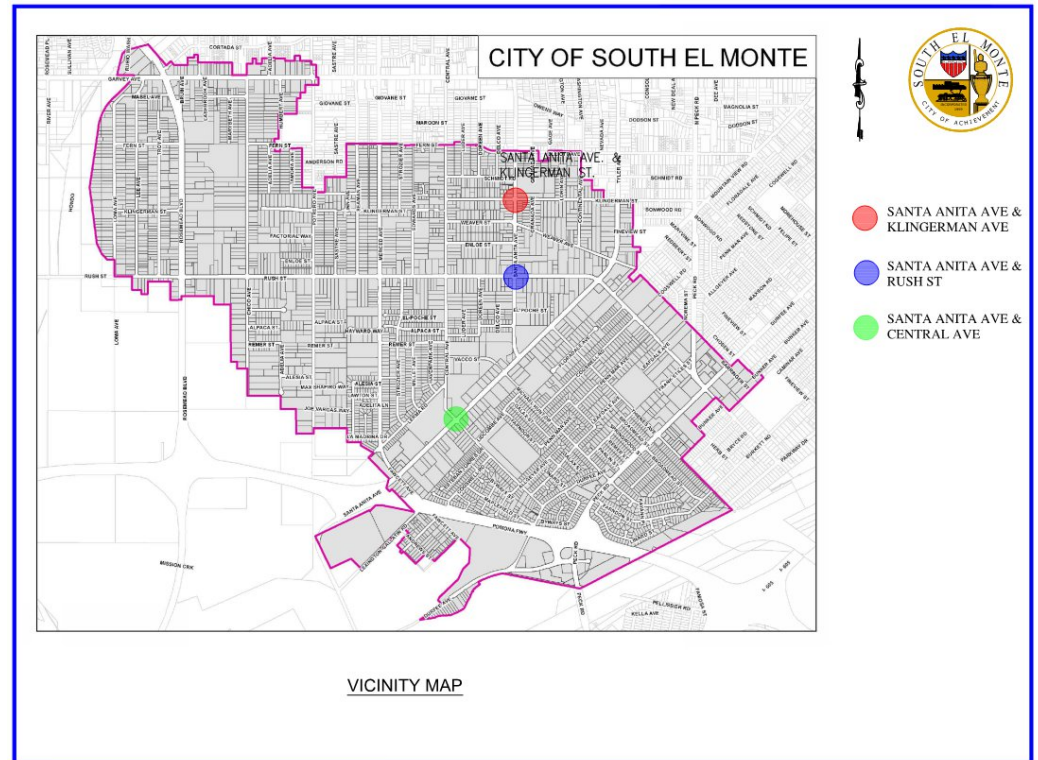
Project No: 294

Project Description: Traffic signal upgrades at the intersections of Klingerman Street, Rush Street, and Central Avenue. This project provides protected left turn phases on Santa Anita Avenue and convert signals to mast arms on Klingerman Street. Work also includes concrete curb ramps, sidewalk, crosswalk, signage and striping improvements.

Total Project Estimate: \$967,736

Project Status: Award construction contract

Anticipated Completion: Summer 2022



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

CITYWIDE PAVEMENT REHABILITATION PROGRAM, FY 20-21

Project Name: Citywide Pavement Rehabilitation (Lashbrook, Strozier, Fawcett, Michael Hunt, Bunker, Enloe, Adson, Lorin, Granada and Lexington-Gallatin) and Shively Park Basketball Court Improvements

Project No: 108

Project Description: Work includes removal and replacement of asphalt concrete, asphalt coldmill and overlay, slurry seal improvements, pedestrian accessibility improvements including concrete curb ramps, sidewalk, curb&gutter replacements, striping, asphalt replacement at Shively Park basketball court and restriping, and related improvements.

Total Project Estimate: \$1,100,000

Project Status: Out to bid – March 2021, Award/Start Construction – May 2021, Project closeout – Fall 2021

Anticipated Completion: Fall 2021

South El Monte, CA
Pavement Management Analysis Report
March 2018

South El Monte, CA
Attn.: Rene Salas, Public Works Director
1415 N. Santa Anita Avenue
South El Monte, CA 91733





IMS Infrastructure Management Services
1820 West Drake Drive, Suite 104, Tempe, AZ 85283
Phone: (480) 839-4347, Fax: (480) 839-4348
www.ims-rst.com

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

FERN / ELLIOTT STREET RESURFACING

Project Name: Resurfacing street/road maintenance

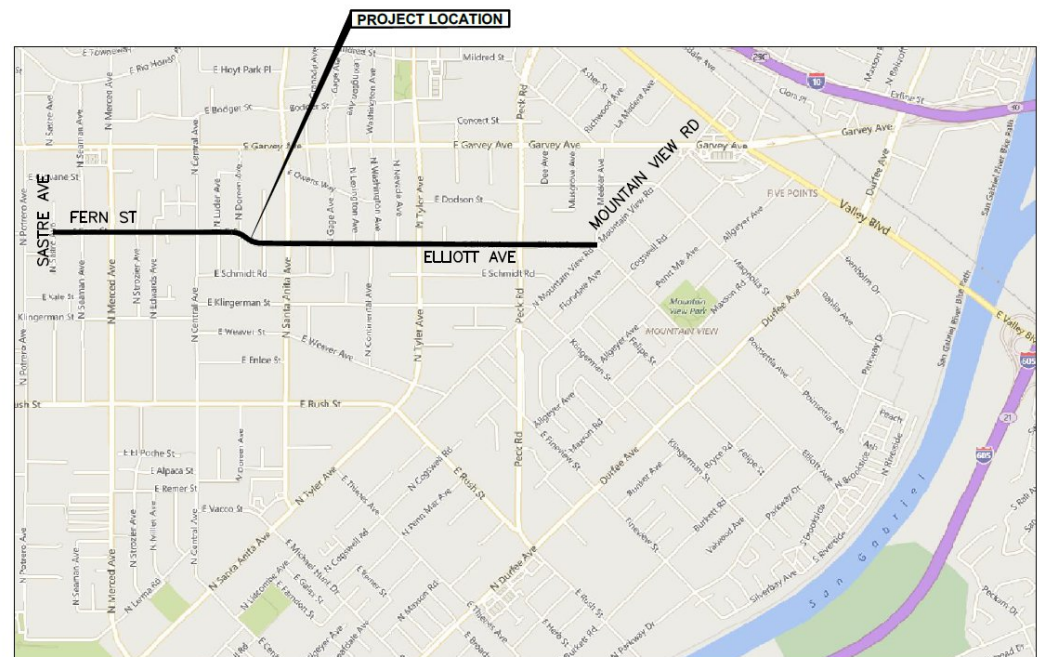
Project No: 294

Project Description: Joint project with the City of El Monte. City of El Monte is coordinating the bid process.

Total Project Estimate: \$831,400

Project Status: Out to bid

Anticipated Completion: Summer 2021



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

SANTA ANITA RULE 20A UTILITY UNDERGROUNDING & STREET LIGHT PROJECT

Project Name: SCE Street Light Project on Santa Anita Rule 20A

Project No: 405

Project Description: 41 Total Lights, 28 light bulb replacements and 13 new lights where no streetlights currently exist. Planning of the underground utilities on Santa Anita Avenue between Fawcett Ave & Tyler Avenue.

Total Project Estimate (City's cost share): \$340,000

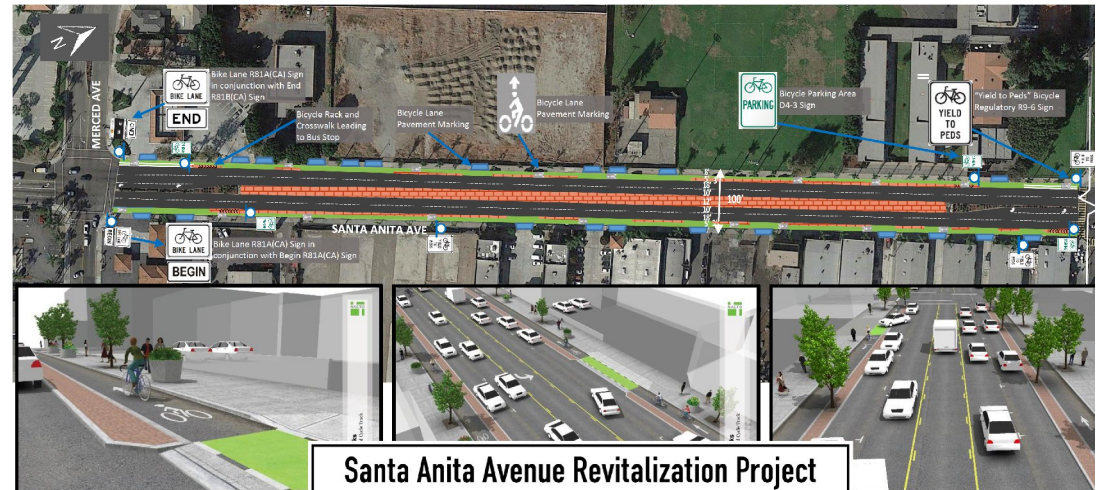
Project Status: Out to bid. SCE to bid for construction by Summer 2021.

Anticipated Completion: Fall 2021



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

SANTA ANITA AVENUE - CIVIC CENTER INTERJURISDICTION BIKE LANES



Project Name: Civic Center and Interjurisdictional Bicycle Lanes

Project No: 140

Project Description: Installation of bicycle and pedestrian mobility improvements including installation of combination of protected bike lanes and bike route, center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture, bike and pedestrian signage, street rehabilitation, striping and related improvements. Project is located along Santa Anita Ave and Tyler Ave, limits include Santa Anita of Merced Ave to Tyler and Tyler Ave from Santa Anita to Klingerman Street.

Total Project Estimate: \$6,285,404

Project Status: Design concept is pending for the RFP design process to commence. Funding agreement was approved to extend project timeline.

Anticipated Completion: 2025

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

VARIOUS PARK IMPROVEMENTS - CNRA GRANT (CALDERON FUNDS)

Project Name: Civic Center and Various Park Improvements

Project No: 252

Project Description:

Senior Center gym equipment. City Hall and Mary Van Dyke park public restroom renovations and remodeling, resurfacing the playground at Shively Park. New BBQ grills for Mary Van Dyke park. Civic center pool upgrades.

Total Project Estimate: \$2,048,200

Project Status: Implementation – scheduling field meetings with pool contractor and playground vendor to scope out the project

Anticipated Completion: May 2025



PRESENTATION OVERVIEW



- ✓ Status of CIP Projects Currently in Progress
- ✓ Upcoming CIP Projects Update
- ✓ CIP Projects Estimated Timeline

UPCOMING CIP PROJECTS UPDATE

ROSEMEAD BLVD – CORRIDOR ENHANCEMENT PLAN

Project Name: Rosemead Blvd Corridor Enhancement Plan

Project No: New

Project Description: Grant contract to be executed in June 2021. RFP for consultant. Study and conceptualize, a major arterial road- Rosemead Blvd, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. Create a safe multi-modal corridor that will connect residents and businesses throughout the City as well as to the Whittier Narrows Recreation Area. The project will examine traffic calming strategies, including but not limited to: protected bike lanes, dedicated rapid transit lanes, smart bus stops, and ADA improvements. These improvements increase pedestrian safety, augment the City's existing bicycle network, and help improve public transit quality along Rosemead Boulevard, all of which align with existing State and regional goals of reducing single occupant motor vehicle trips and improving safety for all roadway users.

Total Project Estimate: \$340,000

Project Status: Kickoff

Anticipated Completion: Spring 2023



UPCOMING CIP PROJECTS UPDATE

RUSH STREET CORRIDOR ENHANCEMENT PLAN

Project Name: Rush Street Enhancement Plan

Project No: New



Project Description: The project runs through the heart of the City, to help connect the residents and businesses through various means of active transportation . The project will examine traffic calming strategies, including but not limited to: protected bike lanes, dedicated rapid transit lanes, smart bus stops, and ADA improvements. These improvements are necessary to increase pedestrian safety, augment the City's existing bicycle network, and help improve public transit quality along Rush Street, all of which align with existing State and regional goals of reducing single occupant motor vehicle trips and improving safety for all roadway users.

Total Project Estimate: \$213,013 (CARB Grant)

Project Status: Construction contract award is scheduled in April 7, 2020 City Council meeting

Anticipated Completion: Summer 2023

UPCOMING CIP PROJECTS UPDATE

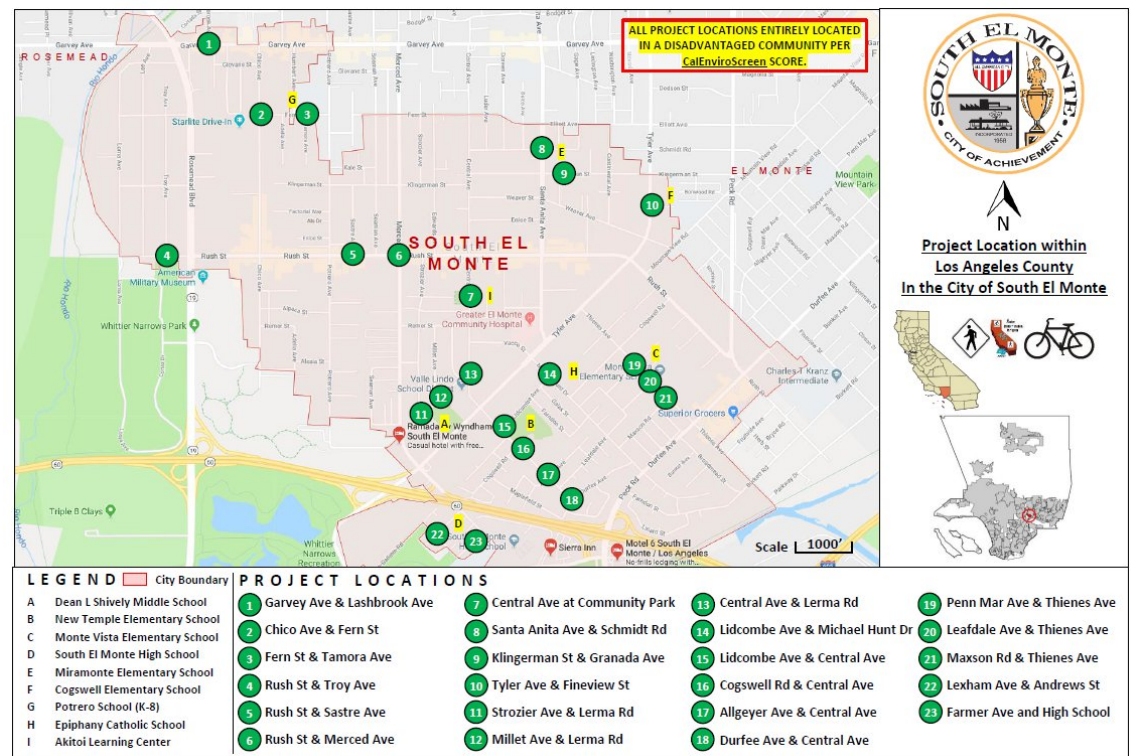
SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY IMPROVEMENTS

Project Name: South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5

Total Project Estimate: \$1.5m

Project Description: Project includes installation of new pedestrian safety improvements including crosswalks, concrete curb ramps, sidewalks, pedestrian signage, and striping at various locations within school areas citywide.

Project Status: Final-Award Evaluation



UPCOMING CIP PROJECTS UPDATE

CIVIC CENTER FACILITIES SUSTAINABILITY UPGRADES

Project Name: Civic Center Facilities Sustainability Upgrade (DOE Grant)

Total Project Estimate: \$1,207,455

Project Description: Deploy, test, and validate the performance of an autonomous building platform and utilize a digital twin model in concurrence with the installation of energy efficiency measures in three municipal buildings. The proposed improves indoor air quality, increased energy efficiency, and greater human comfort for the staff of South El Monte, which is considered a disadvantaged community (DAC). This project will enable the City to create energy efficient and reliable resiliency hubs at three municipal facilities to serve the community during power outages and Public Safety Power Shut Off (PSPS) events. The end result will be a portfolio of public buildings that are more energy efficient and capable of providing critical services to the community of South El Monte

Project Status: Pre-Award Negotiation



PRESENTATION OVERVIEW



- ✓ Status of CIP Projects Currently in Progress
- ✓ Upcoming CIP Projects Update
- ✓ CIP Projects Estimated Timeline

CIP PROJECTS ESTIMATED TIMELINE

 CITY OF SOUTH EL MONTE Community Development / Public Works Project Schedule																								
	Design																							
Project Name	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Civic Center & Interjurisdictional Bikeway - Santa Anita/Tyler																								
Execute FA amendment between Metro and City																								
Obtain e-76 for Design from Caltrans																								
Design RFP																								
Design																								
Obtain e-76 for Construction from Caltrans																								
Street Rehabilitation Citywide (Lashbrook and Strozier Fawcett, Michael Hunt, Enloe, Adson, Bunker, Lorin, Granada, Lexington-Gallatin)																								
Complete Bid Package																								
Bid Advertisement																								
Construction																								
Rush & Peck Traffic Signal Modifications																								
Construction																								
Project Federal Closeout																								
Santa Anita Intersections at Kilngerman, Rush, Central																								
Bid Advertisement																								
Long Lead Time (Traffic Standards) Material Procurement																								
Construction																								
Fern/Elliott Street Resurfacing																								
Bid Advertisement (Coordination by Another Agency)																								
Construction (Schedule is not submitted by Other Agency at this time / TBD)																								
Various Parks Improvements (CNRA)																								
Field Review / Scoping																								
Preparation of Bid Package for 1st Tier Projects (No Des/Architect Needed)																								
Bid Advertisement																								
Construction																								
Santa Anita Rule 20A Utility Undergrounding and Street Light Project																								
SCE to Coordinate Construction (Schedule is not available at this time)																								



City Council Agenda Report

**Agenda
Item No.
7.a.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF ADJOURNED
AND REGULAR CITY COUNCIL MEETING MINUTES FOR
MARCH 23, 2021

SUMMARY: Staff seeks Council approval of the Minutes for the Adjourned and Regular City Council Meeting held Tuesday, March 23, 2021

RECOMMENDATION: Staff recommends City Council approve the Adjourned and Regular City Council Meeting Minutes of March 23, 2021.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[Adj and Reg CC Mtg Minutes of 3-23-21](#)

CITY OF SOUTH EL MONTE
ADJOURNED REGULAR CITY COUNCIL MEETING - MINUTES
Tuesday – March 23, 2021 - 5:30 PM

1. ROLL CALL

Mayor Olmos called the meeting to order at 5:31 p.m.

PRESENT (via Zoom Webinar): Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

ABSENT: Delgado.

STAFF PRESENT(via Zoom Webinar): Anthony R, Taylor, City Attorney; Rachel Barbosa, City Manager; Colby Cataldi, Community Development Director; Rene Salas, Deputy City Manager; William Fox, Interim Finance Director; Donna G. Schwartz, City Clerk; Joe Martinez, Code Enforcement Officer and Robert Molina, Interim Deputy City Clerk.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020. Teleconference/Zoom was provided for the Public.

2. APPROVAL OF AGENDA

A motion was made by Councilmember Acosta seconded by Mayor Pro Tem Angel, to approve agenda. Motion passed 4-0-1 by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

ABSENT: Councilmember(s): Delgado

3. PUBLIC COMMENT

Mayor Olmos opened public comment, there being none, closed public comment.

4. PRESENTATIONS

4.a. PROCLAMATION PRESENTED TO PATRICA CORTEZ, BOARD MEMBER, GREATER SAN GABRIEL AND POMONA VALLEYS, AMERICAN RED CROSS, PROCLAIMING THE MONTH OF MARCH 2021 AS AMERICAN RED CROSS MONTH

4.b. PROCLAMATION READ BY MAYOR OLMOS AND PRESENTED TO GREATER EL MONTE AND AMERICAN CAREER COLLEGE (ACC) ACKNOWLEDGING LOCAL HEROES AT THE ACC CARES APPRECIATION EVENT ON MARCH 23, 2021

4.c. SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF FEBRUARY 2021

City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City.

4.d. CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT REPORT FOR THE MONTH OF FEBRUARY 2021

City Council received a report from the Code Enforcement Division of the Community Development Department on code enforcement and public safety activities.

5. CLOSED SESSION – Council moved item to the 6:00 Regular City Council Meeting following this 5:30 Adjourned Regular Meeting.

5.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - GOVERNMENT CODE SECTION 54957

Title: City Manager

5.b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 - [TWO CASES]

Case No. 2:18-cv-04077 Patel v. City of South El Monte

Case No. BC720458 Patel v. City of South El Monte

6. ADJOURNMENT

There being no further business coming before this body, at 6:18 p.m. Mayor Olmos adjourned the meeting.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING - MINUTES
TUESDAY, MARCH 23, 2021- 6:00 p.m.**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:31 p.m. after the 5:30 Adjourned Regular Meeting.

PRESENT (via Zoom Webinar): Councilmember(s): Acosta, Delgado (entered Zoom at 6:37 p.m.), Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

STAFF PRESENT(via Zoom Webinar): Anthony R. Taylor, City Attorney; Rachel Barbosa, City Manager; Colby Cataldi, Community Development Director; Rene Salas, Deputy City Manager; William Fox, Interim Finance Director; Donna G. Schwartz, City Clerk; and Robert Molina, Interim Deputy City Clerk.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020. Teleconference/Zoom was provided for the Public.

City Manager Rachel Barbosa announced that starting tonight the City is providing access through Zoom Webinar to the public to watch the meetings, listen, and/or participate during public comment.

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Richard Angel led the Pledge of Allegiance.

3. INVOCATION

Pastor David Torres, Calvary Assembly of God Church, El Monte, California, offered the invocation (via Zoom Webinar).

4. PRESENTATIONS - None

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve the agenda. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

ABSENT: Councilmember(s): Delgado

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. David Wheatley, Volunteer with California Cities for Local Control, voiced concern that proposed legislation would be taking away from cities the ability to zone the way they want to and requested a resolution in support of local control.

There being no more speakers, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to approve Consent Calendar. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

ABSENT: Councilmember(s): Delgado

- 7.a. Approved the Adjourned and Regular City Council Meeting Minutes of February 23, 2021.
- 7.b. Adopted Resolution No. 21-13, authorizing payment of City expenditures for the period of February 24, 2021 through March 09, 2021 totaling \$982,292.08.
- 7.c. Adopted Resolution No. 21-14, authorizing payment of City expenditures for the period of March 10, 2021 through March 23, 2021 totaling \$486,822.71.
- 7.d. Adopted Resolution No. 20-15, approving Amendment No. 4 with the County of Los Angeles for the Elderly Nutrition Program Services and authorizing the City Manager, or her designee, to execute the same.
- 7.e. Adopted Resolution No. 21-16, approving a settlement agreement in the amount of \$50,00 and general release for Mr. Huerta.
- 7.f. Adopted Resolution No. 21-19, authorizing the City Manager and/or designee to execute all documents related to Federal and State funded grants for capital improvement projects through the State of California Department of Transportation (CalTrans) on behalf of the City of South El Monte.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATON OF RESOLUTION NO. 21- 17, APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND AUTHORIZATION FOR CITY MANAGER TO THE EXECUTE AGREEMENT

Mayor Olmos announced the item and City Manager Rachel Barbosa introduced Interim Finance Director William Fox who presented the staff report and provided a PowerPoint presentation.

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to adopt Resolution No. 20-17, approving an agreement with Tyler Technologies, Inc. for the Enterprise Resource Planning (ERP) System and authorizing City Manager to execute agreement. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

9.b. UPDATE ON COVID-19 RESPONSE

City Manager Barbosa and Deputy City Manager Salas provided an overview of how the City has been working diligently to lower the amount of COVID-19 cases in our community by protecting residents, City employees, the business community and visitors to the City. These efforts include protections in four categories consisting of 1. Adhering to all State and Los Angeles County Health Orders; 2. Creating Safer City facilities; 3. Bringing COVID-19 Resources to the Community including timely updates, rental assistance, COVID testing and COVID vaccines; and, 4. Preparing for the New Normal/Post-Pandemic Community. Mr. Salas added that the City will be moving forward with the 4th of July event.

Councilmember Delgado would like the City to host one Concert in the Park event at the end of the summer.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to receive and file. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

9.c. CONSIDERATION OF RESOLUTION NO. 21-18, APPROVING A PROJECT DESIGN CONCEPT FOR THE DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS BETWEEN CITY THE OF SOUTH EL MONTE AND CITY OF INDUSTRY AND LOS ANGELES COUNTY PUBLIC WORKS FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS AND APPROVING \$32,050 IN MEASURE M FUNDS FOR THE PROJECT

Mayor Olmos announced the item and Community Development Director Colby Cataldi presented the staff report.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to adopt Resolution No. 21-18, approving the Street Rehabilitation Project Design Concept West Puente Valley Temple Avenue Addendum 1 and approving allocation of \$32,050 in Measure M funds for the physical street improvements to Santa Anita Avenue. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

9.d. CONSIDERATION FOR AUTHORIZATION TO ADVERTISE NOTICE INVITING BIDS (NIB) FOR THE FY 20-21 PAVEMENT REHABILITATION PROGRAM (CDBG)

Mayor Olmos announced the item and Community Development Director Colby Cataldi presented the staff report.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Retamoza to authorize advertising the Notice Inviting Bids (NIB) for the FY 20-21 Pavement Rehabilitation Program (CDBG) Project. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: None.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

Councilmember Acosta announced his attendance at the Senior St. Patrick's Day drive through event held on March 27, 2021, his tour of the vaccination clinic on March 18, 2021 and thanked staff for all their support.

Mayor Pro Tem Angel announced his attendance at the Senior St. Patrick's Day drive through event, his walk through of the vaccination clinic and thanked staff for all their support. Mr. Angel requested a "Certificate of Recognition" be presented at the next city council meeting to Dr. Ramos who was appointed the next administrator/director of Epiphany Church for the next 6 years.

Councilmember Delgado, noted his attendance at the vaccination clinic, thanked staff for all their support, announced South El Monte High School sports are back. The girls' soccer team won today and invited the public to attend the sporting events and the football team is currently training and preparing for next year.

Councilmember Retamoza noted her attendance at the vaccination clinic and thanked staff for all their support.

Mayor Olmos, reported she walked through the vaccination clinic and acknowledged the efforts of City Manager and staff and thanked them for all their support, thanked the school district for use of the parking lot and the Sheriff's department for hosting the clinic. She announced her attendance at the Senior St. Patrick's Day drive through event and thanked the senior center staff. She noted the Chambers also participated in the Cares Appreciation event hosted by the American Career College honoring First Responders and announced that Covid-19 rates are dropping.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM RICHARD ANGEL

1. Discussion on Supporting Local South El Monte Businesses - Promote on City Social Platforms, Highlight in City's Newsletter or Advertise in the Local Newspaper.

Mayor Pro Tem Angel would like to find ways to promote local businesses through various social platforms.

2. Discussion on policy to purchase supplies/services for the City in South El Monte that do not require Request for Proposal (RFP) from South El Monte Businesses.

Mayor Pro Tem Angel would like for services under the City Manager authority to stay local. Mr. Angel encouraged businesses to join the Chambers.

Councilmember Retamoza suggested the businesses enlist the assistance of the Chambers.

Ken Rausch, Chief Executive Officer, El Monte / South El Monte Chamber of Commerce, reiterated the support and assistance the Chambers can provide.

12.b. MAYOR GLORIA OLMOS

1. Direct Staff to Look into Utility Users Taxes, Including Electrical, Gas, Water, Cellular and Trash Services.

Mayor Olmos stated it is the utility companies that are being taxed and directed staff to look into it.

2. Discussion on City Street Lights - Changes to LED Energy Saving Lights.

Mayor Olmos mentioned that the majority of the streetlights in the City will be changed to LED lights.

13. CLOSED SESSION

At 7:54 p.m. City Attorney Anthony Taylor recessed Council into closed session.

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - GOVERNMENT CODE SECTION 54957

Title: City Manager

13.b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 - [TWO CASES]

Case No. 2:18-cv-04077 Patel v. City of South El Monte

Case No. BC720458 Patel v. City of South El Monte

At 9:30 p.m. Mayor Olmos reconvened to open session.

City Attorney Taylor announced City Council discussed closed session Items 13.a and 13.b. No reportable action, nothing to report.

14. RECESS COUNCIL MEETING

At 9:30 p.m. Mayor Olmos recessed the Regular City Council meeting to the Successor Agency meeting.

At 9:33 p.m. Mayor Olmos reconvened to the Regular City Council Meeting.

15. RECONVENE AND ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 9:34 p.m. Mayor Olmos adjourned the meeting in memory of Mrs. Pat Tinker, longtime resident of South El Monte, to a regular meeting on Tuesday, April 13, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

**Agenda
Item No.
7.b.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Michelle Tang, Accounting Technician

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 21-20, APPROVING WARRANTS FOR THE PERIOD
OF MARCH 24, 2021 THROUGH APRIL 13, 2021

SUMMARY: Authorizing payment of City expenditures for the period of March 24, 2021 through April 13, 2021 totaling \$1,664,281.21.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-20, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:
[Resolution No. 21-20](#)

[Warrants](#)

RESOLUTION NO. 21-20

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF MARCH 23, 2021 THROUGH APRIL 13, 2021 TOTALING \$1,664,281.21

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Finance Director hereby certifies to the accuracy of the following demands and the availability of funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by law and that the same are hereby allowed in the amounts hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Electronic Warrants	3/24/2021 – 4/13/2021	4941-4955	\$124,609.65
FY 20/21	Hand Typed Warrants	3/24/2021 – 4/13/2021	137429-137451	\$73,243.01
FY 20/21	Regular Warrants	3/24/2021 – 4/13/2021	137452-137536	\$1,343,700.94
Payroll	Check	PPE 3/20/2021	27361-27368	\$6,939.66
Payroll	Direct Deposit	PPE 3/20/2021	788738-788825	\$115,787.95

TOTAL EXPENDITURES RESOLUTION NO. 21-20 \$1,664,281.21

PASSED, APPROVED, AND ADOPTED this 13th day of April 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-20, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 13th day of April 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:34AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	05	CALPERS RETIREMENT	4941	3/30/2021	MAR'21 COUNCIL 27216	116.63
21	05		4942	3/30/2021	2/21-3/6 PLAN 23047	2,274.83
21	05		4942	3/30/2021	2/21-3/6 PLAN 27216	8,731.44
21	05		4942	3/30/2021	2/21-3/6 PLAN 685	10,414.73
						\$21,537.63
21	05	DEPARTMENT OF THE TREASURY	4943	3/30/2021	PPE 3/6/21 MED	4,730.80
21	05		4943	3/30/2021	PPE 3/6/21 FEDERAL	15,296.16
21	05		4943	3/30/2021	PPE 3/6/21 FICA	20,228.38
21	05		4944	3/30/2021	PPE 3/20/21 MED	4,975.74
21	05		4944	3/30/2021	PPE 3/20/21 FEDERAL	15,359.89
21	05		4944	3/30/2021	PPE 3/20/21 FICA	21,275.66
						\$81,866.63
21	05	EMPLOYMENT DEVELOPMENT DEPT.	4945	3/30/2021	PPE 3/6 TNG WTHD'G	37.92
21	05		4945	3/30/2021	PPE 3/6 UITAX WTHD'G	1,558.72
21	05		4945	3/30/2021	PPE 3/6 STATE WTHD'G	4,859.85
21	05		4946	3/30/2021	PPE 3/20 UITAX WTHD'G	1,000.64
21	05		4946	3/30/2021	PPE 3/20 STATE WTHD'G	4,720.95
21	05		4946	3/30/2021	PPE 3/20 TNG WTHD'G	30.36
						\$12,208.44
21	011601620	HOME DEPOT CREDIT SERVICES	4947	3/30/2021	SCTR SUP RETURN	-159.53
21	011701760		4947	3/30/2021	SPRING LINK (7)	7.51
21	011601620		4947	3/30/2021	SUPPLIES FOR SCTR	159.53
21	011701760		4947	3/30/2021	1 ROLL CHAIN	169.73
21	011701750		4947	3/30/2021	1 ROLL CHAIN	169.73
21	011601650		4947	3/30/2021	CHAIN LINKS/CHAIN	227.37
21	011601620		4947	3/30/2021	JOINT KNIFE/FAST SET	43.20
21	011601620		4947	3/30/2021	CEILING TEXTURE CANS	71.96
21	011701760		4947	3/30/2021	PAINT SUP/ACETON/HOSE	117.05
21	011601620		4947	3/30/2021	SCTR PLANTERS	137.49
21	011601610		4947	3/30/2021	LADDER/WALL ADHESIVES	148.72
						\$1,092.76
21	011701710	QUADIENT LEASING USA, INC.	4948	3/30/2021	APR-JUL'21 POST LEASE	738.01
21	011701710		4949	3/30/2021	FINANCE CHARGE	0.21
						\$738.22
21	011601650	SOUTHERN CALIFORNIA EDISON	4950	3/30/2021	1/12-2/10 1450 LIDCOM	44.27
21	011601660		4950	3/30/2021	1/19-2/17 1431 CENTRA	78.98
21	011601650		4950	3/30/2021	1/19-2/17 1450 LIDCOM	79.29
21	011601650		4950	3/30/2021	1/19-2/17 1450 LIDCOM	83.14
21	011701730		4950	3/30/2021	2/14 OBF INSTALLMENT	149.62
21	011701710		4950	3/30/2021	1/19-2/17 1415 SANTA	245.83
21	011701730		4950	3/30/2021	2/14 OBF INSTALLMENT	359.19
21	011601670		4950	3/30/2021	1/19-2/17 1819 CENTRA	460.41
21	011701730		4950	3/30/2021	11/17-1/19 CREDIT BAL	-326.12
21	011601670		4950	3/30/2021	1/19-2/17 1819 CENTRA	-138.07
21	011701710		4950	3/30/2021	1/19-2/17 1415 SANTA	-133.42
21	011601660		4950	3/30/2021	1/19-2/17 1431 CENTRA	-39.42

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:34AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011601650	SOUTHERN CALIFORNIA EDISON...	4950	3/30/2021	1/19-2/17 1450 LIDCOM	-32.08
21	011601650		4950	3/30/2021	1/19-2/17 1450 LIDCOM	-29.54
21	011601640		4950	3/30/2021	1/11-2/9 1500 CENTRAL	26.67
21	011701760		4951	3/30/2021	1/23-2/23 9465 GARVEY	-5.98
21	011701760		4951	3/30/2021	1/23-2/23 9465 GARVEY	27.26
21	011701730		4952	3/30/2021	2/8 OBF INSTALLMENT	5.35
21	011701760		4952	3/30/2021	2/5-3/9 11530 THIENES	16.20
21	011701730		4952	3/30/2021	2/26 OBF INSTALLMENT	23.03
21	011701730		4952	3/30/2021	2/26 OBF INSTALLMENT	26.35
21	011701760		4952	3/30/2021	2/1-3/1 PECK/DURFEE	33.96
21	011701760		4952	3/30/2021	1/13-2/11 11001 FAWCE	43.45
21	011701760		4952	3/30/2021	2/1-3/1 SLACK/SANTA	73.13
21	011701760		4952	3/30/2021	2/1-3/1 KRUSE/MERCED	86.93
21	011701760		4952	3/30/2021	2/1-3/1 SCHMIDT/SANTA	99.60
21	011701760		4952	3/30/2021	2/1-3/2 2551 HAVENPAK	103.68
21	011701760		4952	3/30/2021	1/26-2/25 10498 FERN	122.38
21	011701730		4952	3/30/2021	2/26 OBF INSTALLMENT	394.74
21	011701760		4952	3/30/2021	2/1-3/1 SANTA/FAWCETT	758.72
21	011701760		4952	3/30/2021	2/1-3/1 SAFETY LIGHTS	1,354.66
						\$3,992.21
21	05	STATE DISBURSEMENT UNIT	4953	3/30/2021	PPE 3/6 CASE 1457313	603.50
21	05		4953	3/30/2021	PPE 3/6 CASE 2135289	646.15
21	05		4953	3/30/2021	PPE 3/6 CASE 0980438	150.00
21	05		4954	3/30/2021	PPE 3/20 CASE 0980438	150.00
21	05		4954	3/30/2021	PPE 3/20 CASE 1457313	603.50
21	05		4954	3/30/2021	PPE 3/20 CASE 2135289	646.15
						\$2,799.30
21	011501540	WALMART COMMUNITY/GECRB	4955	3/30/2021	DEPT SUPPLIES	98.46
21	011501530		4955	3/30/2021	ST PATTYS CRAFT	111.78
21	011511543		4955	3/30/2021	FEB VIR CONTEST PRIZE	127.31
21	011501530		4955	3/30/2021	V-DAY GOODIE BAGS	9.96
21	011501530		4955	3/30/2021	V-DAY GOODIE BAGS	26.95
						\$374.46

Report Total **124,609.65**


City Manager
For Rachel

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	397007070	2710 LSB, LLC	137429	3/29/2021	RENT ASST #2 R.YE	2,660.00
						\$2,660.00
21	011301330	AT&T MOBILITY	137442	4/6/2021	2/19-3/18 WIRELESS	5,478.66
						\$5,478.66
21	05	CALIFORNIA TEAMSTERS LOCAL 911	137443	4/6/2021	APR'21 MISC	460.00
21	05		137443	4/6/2021	APR'21 ADMIN	1,140.00
						\$1,600.00
21	397007070	CLIFFSIDE ENTERPRISES, INC	137430	3/29/2021	RENT ASST#2 G.RODRIGU	1,200.00
						\$1,200.00
21	397007070	ELENA PINA	137448	4/6/2021	RENT AST. VELIZ/RPLCM	1,000.00
21	397007070		137449	4/6/2021	#2RENT AST. VELIZ/RPL	4,800.00
						\$5,800.00
21	397007070	ELLEN W. MONG	137432	3/29/2021	RENT ASST N.SWEENEY	1,000.00
21	397007070		137444	4/6/2021	RENT ASST#2 N.SWEENEY	5,200.00
						\$6,200.00
21	397007070	EVERARDO FLORES	137433	3/29/2021	RENT ASST S.KAMZIK	1,000.00
21	397007070		137445	4/6/2021	RENT ASST#2 S.KAMZIK	2,500.00
						\$3,500.00
21	397007070	GROUP IX BP PROPERTIES, LP	137434	3/29/2021	RENT ASST #2 R.CRUIZ	3,248.00
						\$3,248.00
21	011701770	MORENO AUTO BODY REPAIR INC.	137447	4/6/2021	#5 P-SFTY AUTO REPAIR	3,225.97
						\$3,225.97
21	397007070	MPN-14,LP	137435	3/29/2021	RENT ASST #2 S.VALDEZ	3,200.00
						\$3,200.00
21	05	NATIONWIDE RETIREMENT SOLUTIONS	137436	3/29/2021	PPE 3/6/21	5,910.50
21	05		137437	3/29/2021	PPE 3/20/21	5,660.50
						\$11,571.00
21	397007070	PEDRO GRACIANO	137446	4/6/2021	RENT ASST J.GEOVANNY	1,000.00
						\$1,000.00
21	011701730	SAN GABRIEL VALLEY WATER	137438	3/29/2021	2/11-3/16 2004 RSMD	24.43
21	011701730		137438	3/29/2021	2/8-3/11 11016 GOMEZ	24.43
21	011701730		137438	3/29/2021	2/8-3/11 THIENES/PKWY	24.43
21	011701730		137438	3/29/2021	1/22-2/23 1341 ISLAND	27.81
21	011701730		137438	3/29/2021	2/10-3/15 2000 SANTA	61.10
21	011701730		137438	3/29/2021	2/8-3/11 FARNDON/PECK	61.10
21	011701730		137438	3/29/2021	2/11-3/16 2218 RSMD	122.19
21	011701730		137438	3/29/2021	2/8-3/11 1660 DURFEE	122.19
21	011701730		137438	3/29/2021	2/5-3/10 1903 DURFEE	122.19
21	011701730		137438	3/29/2021	2/8-3/11 1675 DURFEE	133.90
21	011701730		137438	3/29/2021	2/8-3/11 1508 PECK	195.56
21	011701730		137438	3/29/2021	2/8-3/11 1222 PECK	195.56
21	011701730		137438	3/29/2021	2/8-3/11 1628 DURFEE	195.56
21	011701730		137438	3/29/2021	2/8-3/11 1109 PECK	195.56

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701730	SAN GABRIEL VALLEY WATER...	137438	3/29/2021	2/8-3/11 1710 DURFEE	199.46
21	011701730		137438	3/29/2021	2/5-3/10 2018 DURFEE	199.46
21	011601640		137438	3/29/2021	1/22-2/23 1556 CENTRA	222.54
21	011701730		137438	3/29/2021	2/5-3/10 1926 DURFEE	222.88
21	011601650		137438	3/29/2021	1/22-2/23 1450 LIDCOM	230.69
21	011601670		137438	3/29/2021	1/22-2/23 1819 CENTRA	242.77
21	011601610		137438	3/29/2021	1/22-2/23 1530 CENTRA	252.89
21	011701710		137438	3/29/2021	1/22-2/23 1415 SANTA	256.26
21	011601640		137438	3/29/2021	1/22-2/23 1500 CENTRA	273.13
21	011701730		137438	3/29/2021	2/8-3/11 1502 PECK	308.77
21	011601650		137438	3/29/2021	1/22-2/23 1450 LIDCOM	1,143.60
21	011601660		137438	3/29/2021	1/22-2/23 1402 LERMA	1,541.20
21	011701730		137450	4/6/2021	2/10-3/15 NW MERCED	36.66
21	011701730		137450	4/6/2021	2/10-3/15 2022 CENTRA	61.10
21	011701710		137450	4/6/2021	3/1-4/1 1415 SANTA	64.59
21	011701730		137450	4/6/2021	2/10-3/15 10452 RUSH	68.91
21	011701730		137450	4/6/2021	2/10-3/15 1707 MERCED	75.18
21	011701720		137450	4/6/2021	3/1-4/1 1900 CENTRAL	96.89
21	011701720		137450	4/6/2021	2/10-3/15 1900 CENTRA	107.95
21	011701730		137450	4/6/2021	2/10-3/15 1819 MERCED	119.66
21	011701730		137450	4/6/2021	2/12-3/17 2620 RSMD	122.19
21	011701730		137450	4/6/2021	2/10-3/15 1652 TYLER	133.90
21	011701730		137450	4/6/2021	2/12-3/17 2464 RSMD	145.62
21	011701730		137450	4/6/2021	2/10-3/15 NE MERCED	157.33
21	011601660		137450	4/6/2021	2/10-3/15 LERMA/MILLE	199.46
21	011601670		137450	4/6/2021	2/10-3/15 1819 CENTRA	211.17
21	011601630		137450	4/6/2021	2/10-3/15 1824 CENTRA	246.31
21	011701710		137450	4/6/2021	2/10-3/15 1415 SANTA	254.12
21	011601620		137450	4/6/2021	2/10-3/15 1556 CENTRA	254.12
21	011601610		137450	4/6/2021	2/10-3/15 1530 CENTRA	340.00
21	011601640		137450	4/6/2021	2/10-3/15 1500 CENTRA	2,752.57
						\$12,047.39
21	011701710	THE GAS COMPANY	137439	3/29/2021	2/1-3/3 1415 SANTA	922.39
						\$922.39
21	05	VONS CREDIT UNION	137440	3/29/2021	PPE 3/6/21	43.50
21	05		137440	3/29/2021	PPE 3/20/21	43.50
						\$87.00
21	011301330	WINDSTREAM HOLDINGS, INC	137441	3/29/2021	1/18-2/17 CITY PHONES	5,590.58
21	011301330		137451	4/6/2021	2/18-3/17 CITY PHONES	5,591.22
						\$11,181.80
21	05	YVETTE CORONA	137431	3/29/2021	GARNISHMENT REIMBRUSE	320.80
						\$320.80

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
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Report Total 73,243.01



City Manager

For Rachel

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701760	ACE CUTTING EQUIPMENT & SUPPLY, INC	137452	4/13/2021	CONCRETE SCARIFIER	5,387.00
						\$5,387.00
21	011301330	ADVANCED MICROCOMPUTING CONCEP	137453	4/13/2021	APR'21 CLOUD SVCS#502	750.00
						\$750.00
21	011001030	ALESHIRE & WYNDER, LLP	137455	4/13/2021	FEB'21 EMERG RSPN#502	666.50
21	011001030		137455	4/13/2021	FEB'21 LITIGATION	332.50
21	011001030		137455	4/13/2021	FEB'21 SUCCESSOR AGEN	1,007.00
21	011001030		137455	4/13/2021	FEB'21 PW ENGINEERING	1,376.00
21	011001030		137455	4/13/2021	FEB'21 PLANNING	3,637.49
21	011001030		137455	4/13/2021	FEB'21 CODE ENFORCE	3,934.50
21	011001030		137455	4/13/2021	FEB'21 ADDITIONAL SVC	7,860.50
21	011001030		137455	4/13/2021	FEB'21 GENERAL	9,557.00
						\$28,371.49
21	011701720	AMAZON CAPITAL SERVICES, INC	137456	4/13/2021	ETHERNET CABLES/YARD	28.70
21	011701720		137456	4/13/2021	SCISSORS/NOTEBOOK/INK	39.09
21	448008010		137456	4/13/2021	DISINFECTING WIPES	46.20
21	011401430		137456	4/13/2021	COMM.DEV DEPT SUP	53.37
21	011601620		137456	4/13/2021	FAN MOTOR ASSEMBLY	55.90
21	011701720		137456	4/13/2021	RULED PAPER PADS	66.24
21	011501530		137456	4/13/2021	DRI-TRU EASTER BAGS	83.78
21	011501540		137456	4/13/2021	SPRING CAMP SUPPLIES	85.85
21	011501530		137456	4/13/2021	SIGNS/SAFETY VESTS	97.44
21	011601630		137456	4/13/2021	RECIRCULATE H2O PUMP	126.50
21	689009000		137456	4/13/2021	(4) FLASHLIGHTS #411	145.16
21	011601610		137456	4/13/2021	AUTO FLUSH SENSOR	157.44
21	011601650		137456	4/13/2021	BABY CHANGING STATION	232.84
21	011601640		137456	4/13/2021	(4) FLOOR/WALL FANS	276.20
21	011701760		137456	4/13/2021	VETERAN PARKING SIGNS	296.90
21	011511541		137456	4/13/2021	TBALL LEAGUE SUPPLIES	379.83
						\$2,171.44
21	011701720	AQUA PURE DRINKING WATER	137457	4/13/2021	3/23 WATER SERVICES	4.89
						\$4.89
21	011301330	AT&T	137458	4/13/2021	2/10-3/9 BAN 1051741	436.25
21	011301330		137458	4/13/2021	2/22-3/21 BAN 1034752	22.37
21	011301330		137458	4/13/2021	2/15-3/14 BAN 1034755	23.49
21	011301330		137458	4/13/2021	2/12-3/11 BAN 1067917	23.49
21	011301330		137458	4/13/2021	2/6-3/5 BAN 1034754	23.49
21	011301330		137458	4/13/2021	2/7-3/6 BAN 1034748	23.49
21	011301330		137458	4/13/2021	2/7-3/6 BAN 1034746	23.49
21	011301330		137458	4/13/2021	2/28-3/27 BAN 1034753	23.49
21	011301330		137458	4/13/2021	2/7-3/6 BAN 1034747	24.04
21	011301330		137458	4/13/2021	2/7-3/6 BAN 1034751	26.67
21	011301330		137458	4/13/2021	2/15-3/14 BAN 1034756	46.43
						\$696.70
21	011701750	ATHENS SERVICES	137459	4/13/2021	MAR'21 PARK'G LOT SVC	473.67

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701760	ATHENS SERVICES...	137459	4/13/2021	MAR'21 SWEEPER SVCS	5,233.15
						\$5,706.82
21	011701770	AUTOZONE	137460	4/13/2021	#2 RPLC BEARING SEAL	35.84
21	448008010		137460	4/13/2021	#24 MINOR SVC/ENG OIL	48.65
21	448008010		137460	4/13/2021	#26 ENG OIL/FILTERS	72.36
21	011701770		137460	4/13/2021	#19 RPLC BRAKE PADS	112.64
21	011701770		137460	4/13/2021	REPLACE BAD BATTERY	145.19
21	011701770		137460	4/13/2021	CREDIT FOR BATTERY	-18.00
21	011701770		137460	4/13/2021	AXLE NUT SOCKET	15.08
21	011701770		137460	4/13/2021	#2 RPLC WHEEL BEARING	25.70
21	448008010		137460	4/13/2021	#21 RPL SHOCK/ENG OIL	676.83
21	448008010		137460	4/13/2021	#21 AIR FILTER/PLUG	427.15
						\$1,541.44
21	011501515	BLANCA M. FIGUEROA	137483	4/13/2021	MAR'21 PATRIOTIC MTG	100.00
						\$100.00
21	011701020	BORREGO SOLAR SYSTEM, INC	137463	4/13/2021	YR2021 SOLAR MTN MCTR	543.81
21	011701020		137463	4/13/2021	SOLAR LABOR/CCTR	1,072.50
21	011701020		137463	4/13/2021	YR2021 SOLAR MTN YARD	2,446.38
21	011701020		137463	4/13/2021	YR2021 SOLAR MTN CHAL	3,399.62
21	011701020		137463	4/13/2021	YR2021 SOLAR MTN CCTR	7,205.53
						\$14,667.84
21	011601650	BSN SPORTS	137464	4/13/2021	NETS & BBALL RIMS	969.80
						\$969.80
21	011401440	BUREAU VERITAS NORTH AMERICAN INC	137465	4/13/2021	FEB'21 BLDG SFTY SVCS	220.00
21	011301320		137465	4/13/2021	FEB'21 BUS LIC INSPEC	640.00
						\$860.00
21	011701770	C&M REMANUFACTURED	137466	4/13/2021	#BS2 RPR BAD STARTER	82.50
						\$82.50
21	389009000	CALPROMAX ENGINEERING, INC.	137467	4/13/2021	JAN'21 CONSTRUCT#293	26,767.39
21	409009000		137467	4/13/2021	JAN'21 CONSTRUCT#293	240,906.51
						\$267,673.90
21	689009000	CARAHSOFT TECHNOLOGY CORPORATION	137468	4/13/2021	MAR'21 ACCELA SVC#410	18,179.00
						\$18,179.00
21	011501510	CESIAH ROMO	137514	4/13/2021	MAR'21 COMM. SVCS MTG	100.00
						\$100.00
21	011701710	CINTAS CORP. #693	137469	4/13/2021	12/1 MAT CLEANING	24.43
21	011601620		137469	4/13/2021	12/1 MAT CLEANING	40.61
21	011601620		137469	4/13/2021	2/9 MAT CLEANING	64.19
21	011601620		137469	4/13/2021	3/9 MAT CLEANING	64.19
21	011601620		137469	4/13/2021	3/16 MAT CLEANING	72.12
21	011701710		137469	4/13/2021	3/16 MAT CLEANING	24.43
						\$289.97
21	011401430	COSTAR REALTY INFORMATION, INC	137471	4/13/2021	MAR-MAY'21 CONTRACTOR	888.75

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$888.75
21	011501515	DAVID DEL RIO	137472	4/13/2021	MAR'21 PATRIOTIC MTG	100.00
						\$100.00
21	011601650	DDC ELECTRIC SUPPLY, INC.	137473	4/13/2021	PHOTOCELL SENSOR LGTS	122.14
21	011701720		137473	4/13/2021	INTERNET INSTALL SUP	319.14
						\$441.28
21	011601610	DDC PLUMBING SUPPLY, INC.	137474	4/13/2021	2 URINAL FLUSHOMETER	307.10
						\$307.10
21	011701020	DE LAGE LANDEN	137475	4/13/2021	APR'21 COPIER LEASE	4,441.80
						\$4,441.80
21	011701710	DIXIE DIESEL & ELECTRIC	137476	4/13/2021	EOC GENERATOR REPAIR AND	3,759.44
						\$3,759.44
21	063003020	DRIFTWOOD DAIRY, INC	137477	4/13/2021	3/18 MILK/BREAD NUTR	12.99
21	063003020		137477	4/13/2021	3/15 MILK/BREAD NUTR	14.28
21	063003020		137477	4/13/2021	3/22 MILK/BREAD NUTR	14.99
21	063003020		137477	4/13/2021	3/11 MILK/BREAD NUTR	16.14
21	063003010		137477	4/13/2021	3/18 MILK/BREAD NUTR	116.91
21	063003010		137477	4/13/2021	3/15 MILK/BREAD NUTR	128.60
21	063003010		137477	4/13/2021	3/22 MILK/BREAD NUTR	134.93
21	063003010		137477	4/13/2021	3/11 MILK/BREAD NUTR	145.35
						\$584.19
21	011401430	DUDEK	137478	4/13/2021	1/30-2/26 PLAN UPDATE	15,700.00
						\$15,700.00
21	011701770	DWS TIRES	137479	4/13/2021	#19 RESURFACE ROTORS	30.00
21	448008010		137479	4/13/2021	#21 ALIGNMENT	75.00
21	011701770		137479	4/13/2021	#2 ALIGNMENT	75.00
						\$180.00
21	011201210	E.G. BRENNAN & CO., INC.	137480	4/13/2021	TIME CLOCK ANNUAL SVC	125.00
						\$125.00
21	011601620	ECOLAB PEST ELIM. DIVISION	137481	4/13/2021	FEB'21 PEST CTRL SCTR	261.83
21	011601610		137481	4/13/2021	FEB'21 PEST CTRL CCTR	69.18
21	011701710		137481	4/13/2021	FEB'21 PEST CTRL CHAL	194.39
						\$525.40
21	011601620	EWING IRRIGATION	137482	4/13/2021	IRRIGATION RPR SUP	103.39
21	011601670		137482	4/13/2021	IRRIGATION RPR SUP	105.08
21	011601610		137482	4/13/2021	IRRIGATION RPR SUP	109.41
21	011701760		137482	4/13/2021	LEAF RAKE WOOD HANDLE	154.32
21	011601670		137482	4/13/2021	IRRIGATION RPR SUP	204.53
21	011701760		137482	4/13/2021	4GL BACKPACK SPRAYERS	220.42
21	011701720		137482	4/13/2021	IRRIGATION RPR SUP	5.38
21	011601650		137482	4/13/2021	GRASS AMENDMENT	24.63
21	011701750		137482	4/13/2021	IRRIG RPR DURFEE/THIE	34.64
21	011601650		137482	4/13/2021	HYBRID BERMUDA SOD	63.43

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011601650	EWING IRRIGATION...	137482	4/13/2021	GARDEN ORGANIC AMEND	70.33
21	011701750		137482	4/13/2021	SMALL TOOLS	73.11
21	011601620		137482	4/13/2021	BACK PATIO VALVE RPR	434.37
21	011601650		137482	4/13/2021	HERBICIDE/GRASS/TAPE	558.05
21	011601650		137482	4/13/2021	PROGOLD INFIELD/NTP	1,770.48
						\$3,931.57
21	011701750	GARVEY EQUIPMENT COMPANY	137484	4/13/2021	#41957 MOWER REPAIR	96.81
21	011701750		137484	4/13/2021	#T282450 MOWER REPAIR	109.56
21	011701750		137484	4/13/2021	#2003849 MOWER REPAIR	142.37
21	011701750		137484	4/13/2021	LAWN MOWER RPR PARTS	195.11
						\$543.85
21	011701770	GOT PROPANE INC	137485	4/13/2021	PROPANE FOR FORKLIFT	74.60
21	011701770		137485	4/13/2021	PROPANE FOR FORKLIFT	38.43
						\$113.03
21	011701710	GRANT'S TRUE VALUE HARDWARE	137486	4/13/2021	POWER SUP CONNECTOR	13.19
21	011601650		137486	4/13/2021	BBALL RIMS PARTS	13.74
21	011701750		137486	4/13/2021	KEY RING/SHARPIES	28.36
21	011701720		137486	4/13/2021	HOT WATER HEATER RPR	65.00
21	011701720		137486	4/13/2021	SINK TRAPS/WASHERS	67.72
						\$188.01
21	011201210	GRM INFORMATION MANAGEMENT LLC	137487	4/13/2021	AUG'20 BIN RENTAL	20.00
21	011201210		137487	4/13/2021	SEP'20 BIN RENTAL	20.00
21	011201210		137487	4/13/2021	OCT'20 BIN RENTAL	20.00
21	011201210		137487	4/13/2021	NOV'20 BIN RENTAL	20.00
21	011201210		137487	4/13/2021	DEC'20 BIN RENTAL	20.00
21	011201210		137487	4/13/2021	FEB'21 BIN RENTAL	20.00
21	011201210		137487	4/13/2021	JUL'20 SHREDDING SVCS	45.00
						\$165.00
21	011501510	HELIODORO DUARTE, JR	137488	4/13/2021	MAR'21 COMM. SVCS MTG	100.00
						\$100.00
21	063003020	HUNTINGTON CULINARY	137489	4/13/2021	3/15-3/19 FRZN MEALS	206.50
21	063003020		137489	4/13/2021	3/9-3/12 FRZN MEALS	218.30
21	063003010		137489	4/13/2021	3/9-3/12 FRZN MEALS	4,671.92
21	063003010		137489	4/13/2021	3/15-3/19 FRZN MEALS	4,724.82
21	011501530		137489	4/13/2021	ST.PATRICK DAY MEALS	672.00
						\$10,493.54
21	011701770	INDUSTRIAL CLEANING SYSTEMS, INC.	137490	4/13/2021	#BS2 STARTER/SOLENOID	118.29
						\$118.29
21	011701710	INDUSTRIAL PIPE & STEEL	137491	4/13/2021	PARTITION ALUM ANGLES	19.46
						\$19.46
21	011501510	ISRAEL ALACIO	137454	4/13/2021	MAR'21 COMM. SVCS MTG	100.00
						\$100.00
21	011701760	JCL TRAFFIC SERVICES	137492	4/13/2021	NO PARKING/PED SIGNS	7,551.68

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$7,551.68
21	011401410	JEFFREY MICHAEL ORTIZ	137507	4/13/2021	MAR'21 PC MEETING	150.00
21	011401410		137507	4/13/2021	FEB'21 PC MEETING	150.00
						\$300.00
21	01	KIMLEY-HORN AND ASSOCIATES, INC.	137493	4/13/2021	FEB'21 CEQA 2727 RSMD	33,590.90
						\$33,590.90
21	011101110	L.A. COUNTY SHERIFF'S DEPT.	137494	4/13/2021	FEB'21 LAW ENFORCEMNT	387.50
21	011101110		137494	4/13/2021	FEB'21 LAW ENFORCEMNT	16,768.33
21	011101110		137494	4/13/2021	FEB'21 LAW ENFORCEMNT	45,644.86
21	011101110		137494	4/13/2021	FEB'21 LAW ENFORCEMNT	398,184.96
						\$460,985.65
21	011401410	LARRY RODRIGUEZ	137513	4/13/2021	MAR'21 PC MEETING	150.00
21	011401410		137513	4/13/2021	FEB'21 PC MEETING	150.00
						\$300.00
21	011601620	LBC LIGHTING	137495	4/13/2021	KITCHEN LIGHT FIXTURE	855.80
						\$855.80
21	011401410	LEONEL A. BARRERA JR	137496	4/13/2021	MAR'21 PC MEETING	150.00
21	011401410		137496	4/13/2021	FEB'21 PC MEETING	150.00
						\$300.00
21	011401440	MAIQUES INSPECTION SERVICE	137499	4/13/2021	MAR'21 INSPECTION SVC	7,339.48
						\$7,339.48
21	01	MAYANN MY THAI	137525	4/13/2021	CASH BOND RELEASE	9,541.82
						\$9,541.82
21	011601650	MISSION FENCE & PATIO BUILDERS	137501	4/13/2021	CHAIN LINK FENCE SUP	215.72
21	011601650		137501	4/13/2021	CHAIN LINK FENCE SUP	198.96
						\$414.68
21	011501515	NAOMI LOPEZ	137498	4/13/2021	MAR'21 PATRIOTIC MTG	100.00
						\$100.00
21	011701770	NAPAAUTO PARTS	137502	4/13/2021	GARAGE STARBIT SET	55.54
21	011701770		137502	4/13/2021	#15 RPLC IGNITOR COIL	279.84
21	011701770		137502	4/13/2021	#2 RIGHT WHEEL SEAL	4.18
						\$339.56
21	011701020	NATALY TINOCO	137528	4/13/2021	FY 20-21 BOOT ALLOWAN	100.00
						\$100.00
21	011301310	NBS	137503	4/13/2021	DEC'20 CONSULTING SVC	2,140.00
						\$2,140.00
21	011701770	NEW SIGN SOLUTION, INC.	137504	4/13/2021	#5 VINYL DECAL SIGNS	209.00
						\$209.00
21	011501530	OFFICE DEPOT	137506	4/13/2021	COLORLED COPY PAPER	178.83
21	011001050		137506	4/13/2021	OFFICE SUPPLIES	58.70
21	011201210		137506	4/13/2021	OFFICE SUPPLIES	60.43

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$297.96
21	011501515	PETER BARELA	137461	4/13/2021	MAR'21 PATRIOTIC MTG	100.00
						\$100.00
21	011701020	PHAT NGUYEN	137505	4/13/2021	FY 20-21 BOOT ALLOWAN	50.00
						\$50.00
21	011401440	PHOENIX GROUP INFORMATION SYSTEM	137508	4/13/2021	FEB'21 CODE ADMIN SVC	153.00
21	011401100		137508	4/13/2021	FEB'21 PSO CITATION	3,297.09
						\$3,450.09
21	011601610	POST ALARM SYSTEMS	137509	4/13/2021	APR'21 ALARM SVC CCTR	39.25
21	011601620		137509	4/13/2021	APR'21 ALARM SVC SCTR	39.25
21	011601630		137509	4/13/2021	APR'21 ALARM SVC MCTR	39.25
21	011601640		137509	4/13/2021	APR'21 ALARM SVC AQUA	39.25
21	011601650		137509	4/13/2021	APR'21 ALARM SVC NTP	39.25
21	011601670		137509	4/13/2021	APR'21 ALARM SVC MVD	39.25
21	011701710		137509	4/13/2021	APR'21 ALARM SVC CHAL	39.25
21	011701720		137509	4/13/2021	APR'21 ALARM SVC YARD	39.25
						\$314.00
21	011701740	PREMIER JANITORIAL SERVICES	137510	4/13/2021	TOWELS/DISINFECTANTS	987.40
21	011701740		137510	4/13/2021	DISPOSABLE MASKS #502	247.50
21	011701740		137510	4/13/2021	DISPOSABLE MASKS #502	247.50
						\$1,482.40
21	011601620	QUENCH USA, INC.	137511	4/13/2021	APR'21 H2O SYS SCTR	55.32
						\$55.32
21	011701020	RED DOT UNIFORMS	137512	4/13/2021	UNIFORM SHIRTS/PANTS	264.45
						\$264.45
21	011407020	RICHARD MAJOR	137500	4/13/2021	PHONE PROTECT REIMBSE	109.98
						\$109.98
21	011401410	RUBY YEPEZ	137535	4/13/2021	MAR'21 PC MEETING	150.00
21	011401410		137535	4/13/2021	FEB'21 PC MEETING	150.00
						\$300.00
21	011401410	RUDY BOJORQUEZ	137462	4/13/2021	MAR'21 PC MEETING	150.00
21	011401410		137462	4/13/2021	FEB'21 PC MEETING	150.00
						\$300.00
21	011501515	RUDY LOPEZ	137497	4/13/2021	MAR'21 PATRIOTIC MTG	100.00
						\$100.00
21	011701750	SAKAIDA NURSERY	137515	4/13/2021	LANDSCAPE PLANTS	900.02
						\$900.02
21	011301310	SECTRAN SECURITY INC.	137516	4/13/2021	AUG'20 ARMOR SVCS BAL	0.61
21	011301310		137516	4/13/2021	2/4 OFF DAY ARMOR SVC	40.05
21	011301310		137516	4/13/2021	MAR'21 ARMORED SVCS	141.99
						\$182.65
21	011701760	SOUTHEAST CONSTRUCTION PRODUCT	137517	4/13/2021	POTHOLE ASPHALT PATCH	755.39

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

Date: 4/7/2021

Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011601650	SOUTHEAST CONSTRUCTION PRODUCT	137517	4/13/2021	STEEL SPIKES/PAINTS	105.49
21	011601650		137517	4/13/2021	WHEELS FOR GRINDER	115.50
21	011601670		137517	4/13/2021	WOOD STACKS/BBALL FLD	30.58
21	011701760		137517	4/13/2021	PLIERS/WIRES/SHEARS	42.13
21	011701720		137517	4/13/2021	CONES/DELINATOR PAINT	48.18
						\$1,097.27
21	389009000	SOUTHERN CALIFORNIA EDISON	137518	4/13/2021	RULE20A ST.LIGHT #405	170,356.92
21	379009000		137518	4/13/2021	RULE20A ST.LIGHT #405	170,356.93
						\$340,713.85
21	011401100	SPARKLETT'S	137519	4/13/2021	MAR'21 WATER P-SFTY	15.89
21	011407020		137519	4/13/2021	MAR'21 WATER CODE	15.89
						\$31.78
21	011701760	ST. FRANCIS ELECTRIC, LLC	137520	4/13/2021	SIGNAL RPLC DUR/PECK	2,298.25
21	011701760		137520	4/13/2021	DEC'20 MTNC TRAFFIC	822.75
21	011701760		137520	4/13/2021	FEB'21 MTNC TRAFFIC	822.75
21	011701760		137520	4/13/2021	FEB'21 CALLOUT SIGNAL	1,834.25
21	011701760		137520	4/13/2021	DEC'20 CALLOUT SIGNAL	4,569.00
						\$10,347.00
21	011701760	SUNBELT RENTALS, INC.	137521	4/13/2021	CONCRETE MIXER RENTAL	568.19
21	011701770		137521	4/13/2021	GAS CART RENTAL	976.75
						\$1,544.94
21	011401100	SUPERIOR COURT OF CA, COUNTY OF L	137522	4/13/2021	FEB'21 CITATION PROCS	4,372.00
						\$4,372.00
21	011501530	SUPERIOR WAREHOUSE GROCERS	137523	4/13/2021	LIGHT REFRESHMENT	11.40
21	011501530		137523	4/13/2021	LIGHT REFRESHMENTS	20.67
						\$32.07
21	011001050	TAG/AMS, INC.	137524	4/13/2021	DRUG TEST K.ROMAN	83.00
						\$83.00
21	011601640	THE ILLINI COMPANIES, INC	137470	4/13/2021	2/2,2/8,2/24 SVC/SUP	71.36
21	011601640		137470	4/13/2021	3/8 CHEMICAL DELIVERY	139.90
21	011601640		137470	4/13/2021	3/23 CHEMICAL DELIVER	233.17
21	011601640		137470	4/13/2021	3/22 CHEMICAL DELIVER	375.48
						\$819.91
21	011401430	THE SAUCE CREATIVE SERVICES CORP.	137526	4/13/2021	LOGO DESIGN FEE	450.00
21	011401430		137526	4/13/2021	FLYER DESGIN FEE	225.00
21	011001040		137526	4/13/2021	APR'21 NEWSLETTER	4,812.05
						\$5,487.05
21	011701710	TIME WARNER CABLE	137527	4/13/2021	3/16-4/15 CABLE SVCS	276.98
						\$276.98
21	011401440	TRANSTECH ENGINEERING, INC.	137529	4/13/2021	NOV'20 BLDG PLAN CK	11,360.61
21	011701105		137529	4/13/2021	NOV'20 ENG PLAN CHECK	7,008.23
21	011701105		137529	4/13/2021	DEC'20 ENGINEER SVCS	14,895.00
21	011701105		137529	4/13/2021	NOV'20 ENGINEER SVCS	15,108.88

City of South El Monte
Warrant Register
Council Meeting of 04/13/2021

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Time: 09:33AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701760	TRANSTECH ENGINEERING, INC....	137529	4/13/2021	2727 RSMD TRAFFIC ENG	1,380.00
21	011401430		137529	4/13/2021	CUP20-09 ENGIN REVIEW	346.50
21	011701105		137529	4/13/2021	CNRA GRANT/PARKS	375.00
21	011701105		137529	4/13/2021	MERCED GREENWAY	945.00
						\$51,419.22
21	011701720	ULINE	137530	4/13/2021	BLACK GRIP GLOVE #502	581.85
21	011701720		137530	4/13/2021	(8) STEP LADDERS	833.50
						\$1,415.35
21	011701710	UNISHIELD	137531	4/13/2021	FIRST AID SUPPLIES	387.66
						\$387.66
21	011701760	VULCAN MATERIALS COMPANY	137532	4/13/2021	4.94 TONS OF ASPHALT	408.47
						\$408.47
21	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	137533	4/13/2021	MAR'21 H2O TREATMENT	200.00
						\$200.00
21	011701740	WAXIE SANITARY SUPPLY	137534	4/13/2021	BALCK TRASH LINERS	347.43
21	011701740		137534	4/13/2021	JANITORIAL SUPPLIES	2,323.02
						\$2,670.45
21	011401430	ZAMORA SERVICES	137536	4/13/2021	3/30 NOTARY SVCS	40.00
						\$40.00

Report Total **1,343,700.94**



 City Manager
For Aschel



City Council Agenda Report

**Agenda
Item No.
7.c.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Angie Hernandez, Community Development Department
Executive Assistant

SUBJECT: CITY OF SOUTH EL MONTE HOUSING ELEMENT
ANNUAL PROGRESS REPORT

SUMMARY: Submittal of the City of South El Monte Housing Element Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research will ensure compliance with Government Code Section 65400(a).

RECOMMENDATION: Receive and file the City of South El Monte Housing Element Annual Progress Report.

FISCAL IMPACT: There is no fiscal impact on this reporting requirement.

DISCUSSION: Government Code Section 65400(a) requires that all cities and counties provide an annual report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) regarding the Housing Element implementation and progress toward meeting their Regional Housing Needs Assessment (RHNA) allocation goal. The City's RHNA allocation goal for the 2013-2020 planning period is 172 units and is divided among four targeted income levels: Very-Low (50 percent of Area Median Income (AMI)), Low (80 percent of AMI), Moderate (100 percent of AMI) and Above-Moderate (120 percent of AMI). The AMI for the City of South El Monte (Los Angeles County) in 2020 was \$77,300.

City of South El Monte Progress Toward Meeting RHNA Allocation
2013-2020

	(as of December 31, 2020)					
Income Levels RHNA	Very Low	Low	Moderate	AboveModerate	Total	
Total Units Needed 2014 - 2021	43	25	28	76	172	
Permits Issued 1/1/20-12/31/20	0	0	0	45	0	
Permits Issued 1/1/19-12/31/19	0	0	0	11		
11						
Permits Issued 1/1/18-12/31/18	0	6	0	2	8	
Permits Issued 1/1/17-12/31/17	0	1	0	1	2	
Permits Issued 1/1/16-12/31/16	0	6	0	25	31	
Permits Issued 1/1/15-12/31/15	0	2	0	33	35	
Permits Issued 1/1/14-12/31/14	0	4	0	76	80	
Permits Issued 1/1/13-12/31/13	0	1	1	0		
2						
Total Permits Issued 2013-2020	0	20	1	193	169	
Remaining Units Needed 2013-2020	43	5	27	0		
75						

ATTACHMENTS:

[Attachment A - Annual Progress Report 2020](#)

Attachment A

Please Start Here

General Information	
Jurisdiction Name	South El Monte
Reporting Calendar Year	2020
Contact Information	
First Name	Angie
Last Name	Hernandez
Title	Community Development Executive Assistant
Email	ahernandez@soelmonte.org
Phone	6265796540
Mailing Address	
Street Address	1415 N Santa Anita Ave
City	South El Monte
Zipcode	91733

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 3_8_21

Jurisdiction	South El Monte	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A																			
Housing Development Applications Submitted																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	45	45	0	0	
8103-007-006	8103-007-006	2532 Central Avenue		BP#26761	ADU	O	1/6/2020								1	1	1	No	Deed-Restriction required
8102-024-019	8102-024-019	2449 Adelia Avenue		BP#26772	ADU	O	1/8/2020								1	1	1	No	Deed-Restriction required
8113-001-034	8113-001-034	11365 Linard Street		BP#26786	ADU	O	1/13/2020								1	1	1	No	Deed-Restriction required
	8118-022-090	10838-10820 Horizons Drive		BP#26799	5+	O	1/23/2020								6	6	6	No	Duplex w/Att Garage
	8118-022-049	1166-1178 Cassidy Lane		BP#26800	5+	O	1/23/2020								5	5	5	No	5 units with att garage
	8118-018-040	1216 Penn Mar Avenue		BP#26819	ADU	O	2/5/2020								1	1	1	No	Deed-Restriction required
	8116-009-020	1527 Millet Avenue		BP#27021	ADU	O	6/22/2020								1	1	1	No	Deed-Restriction required
	8118-022-054	1179-1165 Taj Lane		BP#27036	5+	O	6/22/2020								5	5	5	No	5 units with att garage
	8118-022-075	10823-10835 Skyline Drive		BP#27041	5+	O	6/22/2020								5	5	5	No	5 units with att garage
	8116-005-025	1304 Merced Ave		BP#27066	ADU	O	6/25/2020								1	1	1	No	Deed-Restriction required
	8118-014-051	11267 Byways Street		BP#27193	ADU	O	7/22/2020								1	1	1	No	Deed-Restriction required
	8118-022-082	10839-10869 Skyline Drive		BP# 27279	5+	O	8/27/2020								7	7	7	No	7 units with att garage
	8118-022-063	10866-10838 Skyline, 1173 Jepson Lane & 1170 Taj Lane		BP#27282	5+	O	8/27/2020								8	8	8	No	8 units with att garage
	8116-020-010	1731 Doreen Avenue		BP#27425	ADU	O	10/29/2020								1	1	1	No	Deed-Restriction required
	8102-016-008	2216 Potrero Avenue		BP#27415	ADU	O	10/27/2020								1	1	1	No	Deed-Restriction required

9

Jurisdiction	South El Monte	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	43										20	43
	Non-Deed Restricted												
Low	Deed Restricted	25						6				1	27
	Non-Deed Restricted		1	4	2	6	1						
Moderate	Deed Restricted	28										193	75
	Non-Deed Restricted		1										
Above Moderate		76		76	33	25	1	2	11	45			
Total RHNA		172											
Total Units			2	80	35	31	2	8	11	45		214	75

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

Jurisdiction	South El Monte	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table C Sites Identified or Rezoned to Accommodate Shortfall Housing Need																	
Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below					141		4								120		
8102028005	Garvey Ave	Garvey & Humbert		10/1/2019	17				Unaccommodated Need	0.58	Mixed Use	CR	30	87	30	Non-Vacant	operating business
8581015043	Garvey Ave	Garvey & Adelia		10/1/2019	19				Unaccommodated Need	0.64	Mixed Use	CR	30	110	30	Vacant	operating business
8102029019	Humbert Ave	Humbert/Fern		10/1/2019			7		Unaccommodated Need	0.43	Medium Density Residential	R3	16	16	30	Vacant	
8102029020	Humbert Ave	Humbert/Fern		10/1/2019			7		Unaccommodated Need	0.43	Medium Density Residential	R3	16	16	30	Vacant	
8102029026	Humbert Ave	Humbert/Fern		10/1/2019			14		Unaccommodated Need	0.87	Medium Density Residential	R3	16	16	30	Vacant	
8104025023	Santa Anita Ave	Santa Anita/ Weaver		4/1/2020			2		Unaccommodated Need	0.12	Medium Density Residential	R3	16	16	30	Non-Vacant	commercial , mixed use
8104025024	Santa Anita Ave	Santa Anita/ Weaver		4/1/2020			2		Unaccommodated Need	0.14	Medium Density Residential	R3	16	16	30	Non-Vacant	commercial , mixed use
8104022011	Continental Ave	Continental /Weaver		10/1/2019			7		Unaccommodated Need	0.42	Medium Density Residential	R3	16	16	30	Vacant	
8116027047	Santa Anita Ave	Santa Anita/ Fawcett		4/1/2020	69				Unaccommodated Need	2.3	Mixed Use	CR	30	35	30	Vacant	
8118019008	Santa Anita Ave	Santa Anita/ Fawcett		4/1/2020	72				Unaccommodated Need	2.4	Mixed Use	CR	30	35	30	Non-Vacant	commercial , mixed use
8581015011	Garvey Ave	Garvey & Adelia		10/1/2019	4				Unaccommodated Need	0.14	Mixed Use	CR	30	110	30	Vacant	

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	South El Monte		
Reporting Year	2020 (Jan. 1 - Dec. 31)		
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
AFFORDABLE HOUSING OVERLAY ZONE	Affordable Housing Overlay establishes specific incentives for the development of affordable housing. The Overlay will provide a range of potential regulatory concessions for affordable projects, including flexibility in height limits, reduced parking, minimal setbacks, and/or reduced open space requirements. Incentives include waiving some or all of the development fees. Residential development within mixed-use areas is permitted both as stand-alone residential infill, as well as an integrated mixed-use developments. The Affordable Housing Overlay may also be used on a project-by-project basis in R-3 neighborhoods for quality affordable developments which blend well with the surrounding neighborhood.	Continuous	This is an ongoing effort and will continue
IMPLEMENTATION OF MIXED USE (C-R) ZONE	The City amended the Zoning Ordinance to permit mixed-use development using the new C-R zone district, the designation will permit both stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. (Commercial Residential) zone district.	Continuous	This is an ongoing effort and will continue
GENERAL PLAN AND ZONING ORDINANCE REVIEW AND UPDATE.	There will be an annual review of the General Plan to document its consistency with the Housing Element goals, policies, and programs.	Continuous	This is an ongoing effort and will continue
SECOND UNIT HOUSING PROGRAM	The first element of this program involves the continued use of a zoning provision that will continue to permit the development of an additional (second) housing unit on any R-1 Zoned lot. The additional housing units are permitted by right as long as they conform to the development standards for the R-1 Zone. An expanded component of this existing program will permit the City to waive application fees if the property owner agrees to an affordability covenant that would place an affordability restriction on the new units for a given period.	Continuous	The Accessory Dwelling Unit Ordinance was amended and adopted in the last quarter of 2017. The City continues to promote this program.
HOUSING CHOICE VOUCHER PROGRAM	A federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City of South El Monte has approximately 40 residents who currently participate in this program.	Continuous	This program is ongoing.

Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
IDENTIFICATION OF ELI AND LOW INCOME HOUSING FUNDING SOURCES	The City proactively continues to pursue available funding sources to assist in the development of lower income, including extremely low-income housing. The City continues to apply for State and Federal assistance including, but not limited to, CDBG and Home funding. Other funding sources will continue to be explored including Prop 1-C and Local Housing Trust Funds.	Continuous	This program is ongoing and will be continued.
LOT CONSOLIDATION PROGRAM	In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels.	Continuous	The program is ongoing and will be continued.
EMERGENCY HOUSING PROGRAM	The City recently amended the Zoning Ordinance to permit emergency shelters in an area located in the northwestern portion of the City just south of Garvey Avenue and west of Rosemead Boulevard. The City's Zoning Ordinance was amended to permit such uses by right without discretionary review within this zone, and to ensure emergency shelters are only subject to the same development and management standards that apply to other allowed uses within the overlay area. This zone was specifically selected because of its proximity to transportation, public services, and the underlying uses that could more easily accommodate the use.	2014-2021	The rezoning has been completed though the City will continue to ensure that the available zoning is identified so that it may be effectively implemented.
TRANSITIONAL HOUSING PROGRAM	To comply with State law, the City of South El Monte has amended the Zoning Ordinance to permit transitional housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone (Ordinance No. 1183).	2014-2021	The Zoning Ordinance Amendment has been completed.
SUPPORTIVE HOUSING PROGRAM	The City of South El Monte has amended the Zoning Ordinance to permit supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone (Ordinance No. 1183).	2014-2021	The Zoning Ordinance Amendment has been completed.
SANTA ANITA AVENUE MIXED-USE AND SROHOUSING PROGRAM	The recent rezoning and General Plan Amendment now permits residential developments and mixed-use projects as infill development within the overlay zone. The rezoning now permits conventional mixed-use development that would involve ground level commercial uses with residential units in the above ground levels, infill developments consisting of entirely residential land uses, and developments where residential units and commercial uses would share the same parcel. In addition, single room occupancy (SRO) developments would be permitted pursuant to State law.	2014-2021	The City has completed the required rezoning that implements this program which was initiated during the previous 4th Housing Element Cycle.
COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM	Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities.	2014-2021	This program is administered by the Los Angeles County Development Authority (LACDA). The City promotes this program on an ongoing basis.

Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
COUNTYWIDE AFFORDABLE HOME OWNERSHIP PROGRAM	This program provides funding in the form of second mortgages to increase home ownership units that are affordable to low- and moderate-income persons. This program facilitates the acquisition of existing structures suitable for home ownership opportunities for low- and moderate-income persons. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs.	2014-2021	This program is administered through Los Angeles Urban County HOME allocation. The City promotes this program on an ongoing basis.
FIRST TIME HOME BUYER PROGRAM	The Cal Home First Homebuyers Program consists of a \$25,000 down payment assistance program for qualified applicants. Depending on the project, the assistance may increase to a maximum amount of \$60,000.00. The loan is zero interest and must be repaid in 30 years. The program evaluates family size, family income, citizenship/residency, and type of property being purchased.	2014-2021	This program has expended it's funds through CalHome funds.
OWNER OCCUPIED REHABILITATION PROGRAM	The Owner Occupied Rehabilitation Program consists of a maximum loan amount of \$25,000 for qualified home rehabilitation that is secured through a Deed of Trust. The loan is a 30-year, zero interest loan, that will not need to be repaid until the property transfers title or the 30-year term expires. Some of the repairs that are included in the program include, but not limited to, roof replacement, exterior painting, new windows, plumbing, electrical repairs, termite fumigation, and health and safety repairs.	2014-2021	This program has expended it's funds through CalHome funds.
MORTGAGE CREDIT CERTIFICATE PROGRAM	The Mortgage Credit Certificate (MCC) Program leverages home ownership assistance by issuing certificates to income-qualified first-time home buyers authorizing the household to take a credit against Federal income taxes of up to 20% of the annual mortgage interest paid. The mortgage payments are used to repay the bonds; there is no City guarantee required.	2014-2021	This program is offered through the County and it's funds.
REASONABLE ACCOMMODATION PROGRAM	Facilitate the development, maintenance, and improvement of housing for persons with disabilities; reduce processing time for reasonable accommodation requests by 50 percent.	Continuous	The program is ongoing and will be continued.
GREEN CITY PROGRAM	Green City" refers users to a wide range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The programs includes rebates for energy conserving refrigerators, water heaters, and other household appliances	Continuous	The program is ongoing and will be continued.
WATER CONSERVATION PROGRAM	The City of South El Monte shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development.	Continuous	The program is ongoing and will be continued.
FAIR/EQUAL HOUSING PROGRAM	This City program is designed to promote equal housing opportunities in South El Monte	Continuous	The program is ongoing and will be continued.

Jurisdiction	South El Monte	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		45
Total Units		45

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	15
Number of Proposed Units in All Applications Received:	45
Total Housing Units Approved:	45
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0



City Council Agenda Report

**Agenda
Item No.
9.a.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: PRESENTATION ON FRANCHISE FEES AND UTILITY USER TAX (UUT)

SUMMARY: Staff was requested to provide an overview of the existing Franchise Fees being collected by the City. In order to accomplish this the existing franchise agreements were reviewed, annual revenues were summarized, and observations have been made of current franchise activities. The City is in compliance with State Law and is maximizing revenue opportunities. There are two areas where further revenue enhancement in franchise fees may be possible, which requires further examination and discussion. Staff was additionally requested to research and provide information to explore the possible implementation of a Utility User Tax (UUT). To accomplish this objective, four key areas were examined. First, is the identification of the various types of utilities within the City that are eligible for applying a UUT. Second, is to benchmark other California cities and counties on which types of utilities are being selected for the application of the UUT. In addition, ten local San Gabriel Valley cities were examined to provide local perspective and the impact of additional revenue being received. Third, is an overview of how to implement the UUT in order to obtain the desired revenue level. Fourth, is to examine the ballot measure and voter approval requirements. City Council direction is being sought to determine what additional actions that they would like to be undertaken.

RECOMMENDATION: Staff recommends City Council discuss and/or provide direction on Franchise Fees and UUT revenue opportunities.

ATTACHMENTS:

[Presentation](#)



CITY OF SOUTH EL MONTE

Discussion on Franchise Fees & Utility User Tax

April 13, 2021

OVERVIEW

■ Franchise Fees

- Types of Franchise Fees the City has in place
- Annual Revenues Collected
- Observations of the City's Current Franchise Fees

■ Utility User Tax (UUT)

- Types of Utility User Taxes
- Benchmarking Other California Cities and Counties with UUT
- How to Implement UUT in the City
- Voter Approval Through a Ballot Measure

DEFINITION OF A FRANCHISE FEE



- Payment to the City by a Franchisee for the use of public space such as “right of ways”.
- A franchisee pays for the right to use City streets and to place their infrastructure within City boundaries without restrictions.
- Franchisee Infrastructure includes electric poles, power lines, telephone poles, gas pipelines, and water pipelines.
- The City has three types of Franchise Fees:
 - Utility
 - Waster hauler
 - Cable

UTILITY FRANCHISE IS AN AGREEMENT

- Agreement is between the City and utility company.
- California Public Utility Commission (CPUC) approves the contract rate.
- General Law cities are capped at 1% of total billed customer revenues collected in the City.
- Utility customers pay the 1% fee as part of their utility bill which is remitted to the City from the utility company.



SOLID WASTE FRANCHISE FEES



- Franchise payment to a City by a solid waste franchisee is “rent” or “toll” for the use of the streets and rights-of-way.
- Governed by State Law under the California Integrated Waste Management Act.
- Cities enter into franchise agreements with solid waste haulers with a broader level of authority than utility operations, which are regulated by the CPUC
- Not limited to the 1% of gross revenue collection rule.
- Franchise Fees are included within the service fee on customer bills which is later remitted to the City.

CABLE FRANCHISE

- The CPUC regulates the operation of cable systems for safety purposes.
- The FCC regulates interstate communications originating and terminating in the US.
- Existing franchise agreement has been in effect since 1980. It has gone through several entity consolidations.
- The agreement provides a 3% Franchise Fee on customer revenues.
- Funds are collected by Spectrum from the customers and later remitted to the City.

Spectrum▶



SUMMARY OF FRANCHISE FEE REVENUES COLLECTED FISCAL YEARS 2018 - 2020

Fiscal Year	Athens Services	Southern California Edison	San Gabriel Valley Water Company	Spectrum	Southern California Gas	Total Annual Franchise Fee Revenues	Total Annual General Fund Revenues	% of General Fund Revenue
2020	520,884	274,862	66,705	69,451	42,016	973,919	16,572,391	5.88%
2019	440,032	280,238	64,262	48,906	39,040	872,478	15,432,613	5.65%
2018	386,642	274,983	59,915	39,044	38,369	798,954	14,078,675	5.67%
Totals	1,347,558	830,083	190,883	157,401	119,425	2,645,351	46,083,679	5.74%

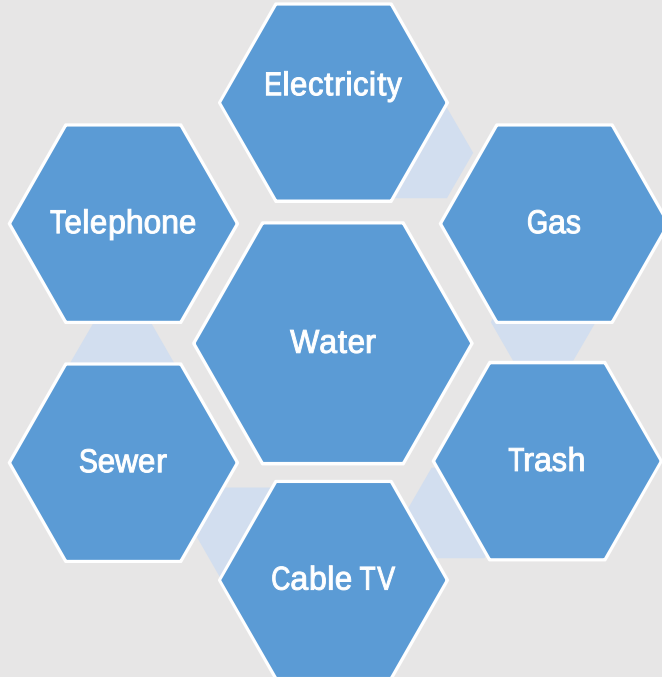
- Franchise Fee revenue has been a consistent revenue source and has been growing each year.
- As customer rates continue to rise the City's franchise fees which are based as a % customer revenue billed also increases.

FRANCHISE FEE OBSERVATIONS

- The City is collecting maximum utility franchisee fees allowed by the CPUC by following the 1% of gross customer revenues rule.
- The agreement with Athens Services is regulated by the California Integrated Waste Management Act and falls within allowable guidelines for revenue collection.
- Agreement with Spectrum requires further review to determine if all applicable service categories are included in the customer revenue calculations.
 - Upon next renewal the revenue collection should be evaluated to determine if the Franchise Fee should be increased from 3% of customer revenue up to allowable 5% rate.
- City does not have a franchise fee agreement in place for landline phones.
 - Could be a potential new revenue source.
 - Need to consider that landline phone operations are diminishing due to increased cell phone usage. Many homes are unplugging from landline phones.

DEFINITION OF UTILITY USER TAX

Utilities Eligible For UUT



- UUT is a tax applied upon a % of the consumption of utility services.
- Implemented by vote of electorate of the City.
- UUT is collected by utility companies on customer bills for service.
- UUT funds are remitted by the utility to the City.
- UUT funds provide a revenue source for the City's General Fund.

CALIFORNIA CITIES AND COUNTIES WITH UUT

UUT Types	Cities	Counties	Total	% of California Population Taxed
Number with UUT	157	4	161	54.0%
Telephone	149	4	153	49.5%
Electricity	156	4	160	52.7%
Gas	156	4	160	52.7%
Cable	90	1	91	22.8%
Water	85	1	86	24.7%
Sewer	14	1	15	2.7%
Trash	12	0	12	1.3%

Source: The California Government Finance Almanac

CITIES IN LOS ANGELES COUNTY WITH UUT

- There are 88 cities in Los Angeles County.
- 50 out of 88 (56.8%) cities have UUT:
 - Lowest Rate is 2% - Carson
 - Highest Rate is 11% - Culver City
 - Average Rate is 6.2%
- Amount of UUT collected for the 50 cities:
 - Total Collected is \$991 Million
 - **Lowest Collected - \$868 Thousand - Cudahy**
 - Highest Collected - \$606 Million – Los Angeles
 - Average Collected - \$19.8 Million
 - Average is high due to large cities of Los Angeles & Long Beach

ANNUAL FINANCIAL IMPACT TEN SAN GABRIEL CITIES WITH UUT

City	UUT Rate	UUT Revenue Collected	Total General Fund Revenue Collected	UUT % of General Fund Revenue	# of Residents Per City	UUT Revenue Per Resident
Alhambra	5.0%	3,941,558	66,260,344	5.9%	84,647	\$46.56
Arcadia	7.0%	6,779,875	62,749,745	10.8%	58,152	\$116.59
Azusa	4.0%	3,255,562	44,931,012	7.2%	49,753	\$65.43
Baldwin Park	3.0%	2,280,512	32,835,839	6.9%	75,892	\$30.05
Covina	6.0%	4,523,187	44,350,456	10.2%	48,095	\$94.05
El Monte	7.0%	6,169,379	68,221,820	9.0%	115,517	\$53.41
Monterey Park	3.0%	2,846,105	43,382,436	6.6%	60,269	\$47.22
Pico Rivera	4.5%	3,064,500	41,115,931	7.5%	63,001	\$48.64
San Gabriel	8.0%	4,016,337	30,240,633	13.3%	40,143	\$200.05
Sierra Madre	10.0%	2,735,621	13,996,105	19.5%	10,793	\$253.46
Average	5.9%	3,601,149	40,734,938	8.8%	55,115	\$65.34

CITY DETERMINES HOW TAX WILL BE STRUCTURED

- Which utility services will be taxed.
- What % of tax will be applied to selected utility services.
- Timeframe for the tax to be applied:
 - Most jurisdictions establish UUT as a permanent tax source.
 - Few jurisdictions establish sunset dates of 10 years or 20 years.
- Establish UUT as a General Tax or Special Tax:
 - General Tax can fund all General Fund activities.
 - Special Tax can only fund only specific identified activities.
- Voter passage rate depends on whether it is a General Tax or Special Tax.
 - General Tax requires 50% + 1 Vote
 - Special Tax requires 2/3 majority
 - Most jurisdictions structure as a General Tax

SAMPLE CUSTOMER MONTHLY IMPACT

Utility	Monthly Bill	6% UUT	8% UUT	10% UUT
Electricity	100.00	6.00	8.00	10.00
Phones	80.00	4.80	6.40	8.00
Natural Gas	45.00	2.70	3.60	4.50
Water	60.00	3.60	4.80	6.00
Sewer	30.00	1.80	2.40	3.00
Cable TV	80.00	4.80	6.40	8.00
Total	395.00	23.70	31.60	39.50

- For each 2% increase in the UUT equals \$7.90 in the illustrated example.
- Most Cities apply UUT only to Electricity, Phones, and Natural Gas.

WHO PAYS UUT

- Residents within City limits
- Businesses within City limits
- There are two types of exemptions from paying UUT:
 - Statutory Exemption by State Law
 - Discretionary Exemption by City Council
- Statutory Exemptions – Government, Special Districts, Schools, Credit Unions, & Non-Profits
- Discretionary Exemptions – Low Income Households & Seniors
 - Most jurisdictions provide Low Income Household Exemptions
 - A few jurisdictions provide a Senior exemption for 65 and over

STEPS TO DEVELOP REVENUE TO BE RAISED

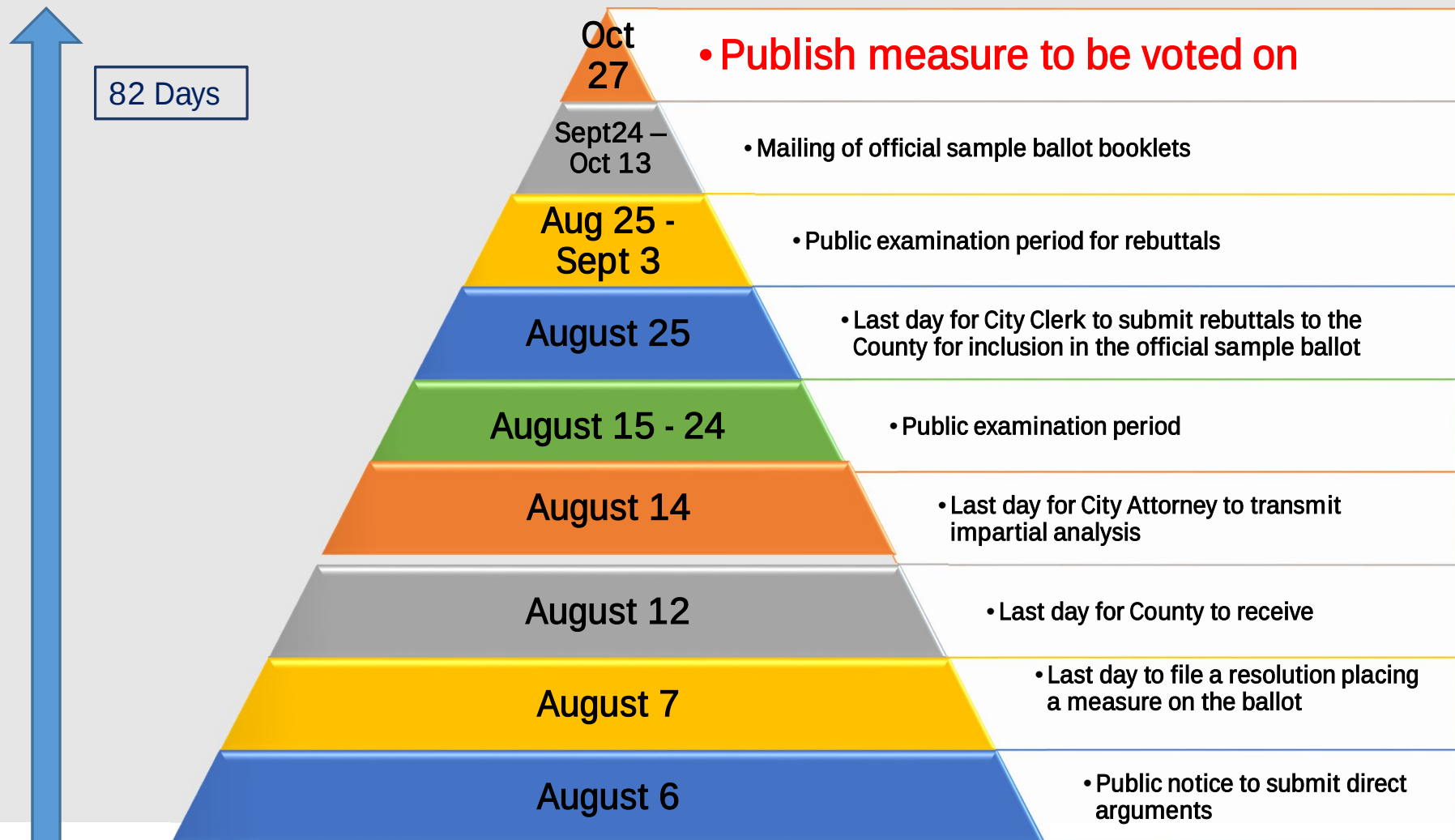
1. Determine desired amount of tax revenue to be raised
 - For Example: \$1 Million per year to close General Fund deficit
2. Determine which utilities will be subject to UUT
 - For Example: Most Cities apply UUT to Electricity, Gas, and Phones
3. Identify time duration that UUT is to be applied
 - For Example: Most jurisdictions make this a permanent revenue source
4. Define Exemptions to UUT
 - Statutory – Governments, Schools, credit unions and non-profits
 - Discretionary – Council to determine on Low Income Households and Seniors 65 and older
5. Determine Initial UUT% to be applied for utilities to be taxed
 - For Example: Apply 6% to Electricity, Gas, and Phones
6. Calculate revenue based upon assumptions applied
 - Develop revenue estimate based upon assumptions
 - Adjust UUT % or add additional utilities to provide desired amount of tax revenue
7. Report results to City Council for review and approval

VOTER APPROVAL THROUGH A BALLOT MEASURE



- Voter approval can be by General Election or Special Election:
 - Next General Election: November 8, 2022
 - Next Special Election: November 2, 2021
- There are a series of steps required to prepare for a ballot measure.
- The City went through the ballot measure process with Measure ES which took less than 90 days to complete.

AN EXAMPLE OF THE STEPS REQUIRED FOR A BALLOT MEASURE USING THE MEASURE ES TIMELINE FROM THE NOVEMBER 3, 2020 ELECTION



18

Questions



City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: April 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-21, AWARDING CONSTRUCTION CONTRACT TO KDC dba DYNAELECTRIC FOR THE SANTA ANITA AVENUE AND KLINGERMANN STREET, RUSH STREET, AND CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, FUNDED BY HSIP, HSIPL-5352(019)

SUMMARY: On February 16, 2021, the Engineering Department solicited bids for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project. The work includes installation of traffic signal and lighting to include new poles, foundations, controllers, conduit, traffic striping, curb, gutter, sidewalk and curb ramps at Santa Anita Avenue and Klingerman Street, Santa Anita Avenue and Rush Street and Santa Anita Avenue and Central Avenue intersections. The lowest responsive bid was submitted by KDC Inc. dba Dynaelectric L.A. in the amount of \$799,782.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-21, to do the following:

1. Adopt and approve the plans and specifications for Project No. 294 (Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project, Funded By HSIP, HSIPL-5352(019));
2. Review the bids submitted for the work to be performed and find that KDC Inc. dba Dynaelectric L.A. has submitted the lowest responsive bid for the Project;

3. Award the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project contract to KDC Inc. dba Dynaelectric L.A. in the amount of \$799,782, approving a 10% contingency amount of \$79,978, for a total project construction cost, not to exceed \$879,760;

4. Authorize Transtech Engineers, Inc. to proceed with construction management, grant coordination and inspection services, in the amount of \$87,976 (10% of construction cost), pursuant to their existing engineering services agreement; and,

5. Approve \$485,256 in Prop C funds for a total project budget of \$967,736.

FISCAL IMPACT: PROJECT BUDGET:

Contract Award Amount	\$799,782
10% Contingency	\$79,978
Total Construction Budget	\$879,760
Construction Management/Inspection (10% of Construction Budget)	\$87,976
Total	\$967,736

PROJECT FUNDING SOURCES:

Caltrans HSIP Federal Funds	\$492,480
Prop C - Required Minimum Local Match for HSIP Federal Funds \$54,720	
Prop C - Additional Local Match Funds	\$430,536
Total	\$967,736

City of South El Monte is the recipient of HSIP Cycle 7 Grant funds which authorizes the City to be reimbursed for \$492,480 (90%) of the project construction costs with a City match in the amount of \$54,720 (10%). As part of Fiscal Year 2020-2021 Adopted Budget, City Council has approved funding in the amount of \$347,517 in Prop C for the project. The total local funding for this project is \$485,256, combining both the Required Local Match for HSIP Federal Funds and Prop C funds. In addition, staff is currently working with Caltrans to request additional funding to increase their 90% share so as to minimize the use of local funding. Staff is confident in obtaining additional Federal funds from Caltrans, but the amount, if any, is unknown at this time.

DISCUSSION: The Construction portion of the project was advertised on February 16, 2021. The following eight (8) bids were received by the City at the Bid Opening held on March 11, 2021 at 2:00 PM. Below is the list of Bidders and Bid amounts:

Bidder Name (from low to high)	Bid Amount
KDC, Inc. dba Dynaelectric L.A.	\$799,782.00
Crosstown Electrical & Data, Inc.	\$807,357.00
PTM General Engineering Services, Inc.	\$818,018.00
Elecnor Belco Electric, Inc	\$818,888.00
California Professional Engineering, Inc	\$848,688.00
DBX, Inc	\$942,642.00

Alridge Electric, Inc
Calpromax Engineering, Inc

\$951,390.00
\$963,800.00

Staff conducted a bid analysis and verified CA contractor's licensing with the Department of Industrial Relations (DIR) registration, state and federal debarment files and references for KDC Inc. dba Dynaelectric L.A. Per the bid analysis, the Bid submitted by KDC Inc. dba Dynaelectric L.A. was determined to be the lowest and responsive. The Bid submitted by KDC Inc. dba Dynaelectric L.A. and the bid analysis completed by staff is attached as reference.

ATTACHMENTS:

[Attachment D - Construction Contract](#)

[Attachment C - Bid Analysis](#)

[Attachment B - Bid Submitted by KDC Inc. dba Dynaelectric L.A.](#)

[Attachment A - Resolution No. 21-21](#)

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

KDC, INC. DBA DYNALECTRIC L.A.

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
KDC, INC. DBA DYNALECTRIC L.A.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 13th day of April, 2021 by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“**City**”) and KDC, INC. DBA DYNALECTRIC L.A., a California Corporation (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project (“**Project**”), in accordance with the terms and conditions of this Agreement, which may be referred to as the “**services**” or “**work**” hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, “**Contract Documents**” refers to all of the documents included in the solicitation of bids for the Project and Contractor’s bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions (if any), Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any

other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the Standard Specifications for Public Works Construction (as the same may be updated, amended, or supplemented from time to time, “**Greenbook**”) are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Greenbook shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor’s or any of its subcontractors’ DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for

the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in

Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in 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 set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

1.7 Unidentified Utilities.

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code Section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

Change orders shall be processed as provided in the Greenbook, as may be amended by the Contract Documents.

1.12 Grant Fund Requirements.

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (“**Uniform Requirements**”), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. In the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements,” attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor’s Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of Seven Hundred Ninety Nine Thousand Seven Hundred Eighty Two Dollars (\$799,782) (“**Contract Sum**”) for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents, unless the Bid or Contract Documents explicitly provide for a lump sum payment.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in Exhibit A. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after

the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within Hundred and Sixty (160) consecutive working days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

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

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500) as liquidated damages for each calendar day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the

requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("**Principals**") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Earnest L. Brown
(Name)

President/CEO
(Title)

Ben Martin
(Name)

Senior VP/CFO
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The “**Project Manager**” for the City shall be Colby Cataldi or any other person as may be designated by the Project Manager. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor’s expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Agreement, or by or on account of any act or omission by the Contractor (or its employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage which is caused by the sole or active negligence or willful misconduct of the City as determined by a court of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine

or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement ("**Performance Bond**").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("**Payment Bond**").

(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.11 of this Agreement, in an amount not less than 100% of the Contract Sum.

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred: (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has been finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("**Risk Manager**") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the

Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “**books and records**”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents

without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed with respect to the Project. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other

appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Termination.

This Agreement may be terminated in accordance with the provisions of the Greenbook, as may be amended by the Contract Documents.

7.3 Dispute Resolution Process.

(a) Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

iii. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

iv. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

v. Chronology of events and correspondence related to the claim.

- vi. Statement of grounds for the claim.
- vii. Analysis of the claim's cost, if any.
- viii. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

(i) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor 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. § 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 related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third Party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 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 any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of South El Monte, 1415 Santa Anita Ave., South El Monte California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Greenbook and the Contract Documents) and the exhibits attached hereto constitutes the entire,

complete and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not

violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

KDC, INC. DBA DYNALECTRIC L.A., a California corporation

By: _____
Name: Earnest L. Brown
Title: President/CEO

By: _____
Name: Ben Martin
Title: Senior VP/CFO

Address: 4462 Corporate Center Drive
Los Alamitos, CA 90720-2539

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
CONTRACTOR'S BID
[ATTACH]

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding and/or Additional Terms)

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to KDC, INC. DBA DYNALECTRIC L.A., as Contractor ("Principal"), a Contract for the work entitled and described as follows: Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20 ____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of _____
process in California, if different from above)

_____ (telephone number of Surety's agent in
California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to KDC, INC. DBA DYNALECTRIC L.A., as Contractor ("Principal"), a Contract for the work entitled and described as follows: Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) 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/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in
California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of South El Monte**
Project: Santa Anita Avenue and Klingerman Street, Rush Street,
and Central Avenue Traffic Signal Modification Project;

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$ _____ Each Accident

\$ _____ Disease - Policy Limit

\$ _____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-Party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of South El Monte, 1415 Santa Anita Ave., South El Monte, California 91733.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-Party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-Party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ATTACHMENT C

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SANTA ANITA AVENUE AND KLINGERMANN STREET,
RUSH STREET, AND CENTRAL AVENUE TRAFFIC
SIGNAL MODIFICATION PROJECT
AGENCY PROJECT NO: 294
CALTRANS PROJECT NO: HSIPL-5352(019)

BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5	
				Dynaelectric		Crosstown Electrical & Data, Inc.		PTM General Engineering Services		Elecnor Belco Electric, Inc.		California Professional Engineering, Inc.	
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$63,982.00	\$63,982.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$26,950.00	\$26,950.00
2	Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$18,918.00	\$18,918.00	\$5,600.00	\$5,600.00	\$7,000.00	\$7,000.00
3	Implementation of BMP's	1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
4	Construction Surveying	1	LS	\$5,483.00	\$5,483.00	\$5,715.00	\$5,715.00	\$11,500.00	\$11,500.00	\$5,700.00	\$5,700.00	\$5,600.00	\$5,600.00
5	Traffic Signal Modification (Santa Anita Ave & Klingerman St)	1	LS	\$230,000.00	\$230,000.00	\$269,173.00	\$269,173.00	\$246,900.00	\$246,900.00	\$271,000.00	\$271,000.00	\$275,583.00	\$275,583.00
6	Traffic Signal Modification (Santa Anita Ave & Rush St)	1	LS	\$250,000.00	\$250,000.00	\$265,274.00	\$265,274.00	\$279,600.00	\$279,600.00	\$271,588.00	\$271,588.00	\$282,244.00	\$282,244.00
7	Traffic Signal Modification (Santa Anita Ave & Central Ave)	1	LS	\$222,317.00	\$222,317.00	\$236,695.00	\$236,695.00	\$244,600.00	\$244,600.00	\$241,000.00	\$241,000.00	\$250,811.00	\$250,811.00
BID RANKING					Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5
TOTAL BID AMOUNT CALCULATED BASED ON UNIT PRICES					\$799,782.00		\$807,357.00		\$818,018.00		\$818,888.00		\$848,688.00
TOTAL BID AMOUNT INDICATED BY BIDDER					\$799,782.00		\$807,357.00		\$818,018.00		\$818,888.00		\$848,688.00
CALCULATION CORRECTIONS TO BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS													
SUBCONTRACTOR %					20.00%		13.27%		11.00%		12.50%		11.16%
SUBCONTRACTORS				Caseland Surveying Inc	1.00%	PCI	0.92%	CEM	10.00%	PCI	0.90%	All American Asphalt	11.16%
				Superior Pavement Markings	1.00%	Case Land Surveying Inc	0.61%	PCI	1.00%	All American Asphalt	11.60%		
				Street Light Restorations Inc	1.00%	All American Asphalt	11.74%						
				EBS General Engineering	17.00%								
				TOTAL	20.00%	TOTAL	13.27%	TOTAL	11.00%	TOTAL	12.50%	TOTAL	11.16%

1. BID TABULATION

PROJECT NAME: CITY OF SOUTH EL MONTE,
SANTA ANITA AVENUE AND KLINGERMANN STREET,
RUSH STREET, AND CENTRAL AVENUE TRAFFIC
SIGNAL MODIFICATION PROJECT
AGENCY PROJECT NO: 294
CALTRANS PROJECT NO: HSIPL-5352(019)

BID TABULATION				Apparent Low Bidder 6		Apparent Low Bidder 7		Apparent Low Bidder 8		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
				DBX, Inc.		Alridge Electric, Inc.		Calpromax Engineering, Inc.					
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$45,000.00	\$45,000.00	\$6,000.00	\$6,000.00	\$26,116.50	\$26,116.50	\$6,000.00	\$63,982.00
2	Traffic Control	1	LS	\$12,800.00	\$12,800.00	\$12,840.00	\$12,840.00	\$12,000.00	\$12,000.00	\$13,019.75	\$13,019.75	\$5,600.00	\$25,000.00
3	Implementation of BMP’s	1	LS	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00	\$2,450.00	\$2,450.00	\$500.00	\$6,000.00
4	Construction Surveying	1	LS	\$15,000.00	\$15,000.00	\$14,380.00	\$14,380.00	\$1,200.00	\$1,200.00	\$8,072.25	\$8,072.25	\$1,200.00	\$15,000.00
5	Traffic Signal Modification (Santa Anita Ave & Klingerman St)	1	LS	\$309,566.00	\$309,566.00	\$314,310.00	\$314,310.00	\$325,000.00	\$325,000.00	\$280,191.50	\$280,191.50	\$230,000.00	\$325,000.00
6	Traffic Signal Modification (Santa Anita Ave & Rush St)	1	LS	\$315,176.00	\$315,176.00	\$287,880.00	\$287,880.00	\$310,000.00	\$310,000.00	\$282,720.25	\$282,720.25	\$250,000.00	\$315,176.00
7	Traffic Signal Modification (Santa Anita Ave & Central Ave)	1	LS	\$278,600.00	\$278,600.00	\$270,980.00	\$270,980.00	\$305,000.00	\$305,000.00	\$256,250.38	\$256,250.38	\$222,317.00	\$305,000.00
BID RANKING					Apparent Low Bidder 6		Apparent Low Bidder 7		Apparent Low Bidder 8				
TOTAL BID AMOUNT CALCULATED BASED ON UNIT PRICES					\$942,642.00		\$951,390.00		\$963,800.00				
TOTAL BID AMOUNT INDICATED BY BIDDER					\$942,642.00		\$951,390.00		\$963,800.00				
CALCULATION CORRECTIONS TO BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00		\$0.00				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS													
SUBCONTRACTOR %					17.20%		12.70%		1.14%				
SUBCONTRACTORS				Amerc, Inc.	0.50%	Alameda Const. Services	11.90%	Sterndahl Enterprises	1.14%				
				Her-Con-Construction	15.90%	PCI	0.80%						
				Superior Pavement Markings	0.80%								
				TOTAL	17.20%	TOTAL	12.70%	TOTAL	1.14%				

2. REVIEW OF APPARENT LOW BID						
APPARENT LOW BID SUBMITTED BY:		Dynaelectric			APPARENT LOW BID AMOUNT:	\$799,782.00
ITEM REVIEWED/CHECKED		REVIEW RESULT	CHECKED BY	DATE	REMARKS	
COMPLETED AND SIGNED BID PROPOSAL COVER FORM		YES	AB	3/12/21		
COMPLETED AND SIGNED BID SHEETS		YES	AB	3/12/21		
COMPLETED, SIGNED AND NOTARIZED QUESTIONNAIRE		YES	AB	3/12/21		
COMPLETED REFERENCES FORM		YES	AB	3/12/21		
RESUME OF GENERAL CONSTRUCTION SUPERINTENDENT/ON-SITE CONSTRUCTION MANAGER		YES	AB	3/12/21		
COMPLETED SUBCONTRACTOR DESIGNATION FORM		YES	AB	3/12/21		
COMPLETED AND SIGNED INDUSTRIAL SAFETY RECORD FORM		YES	AB	3/12/21		
COMPLETED, SIGNED AND NOTARIZED BID BOND OR OTHER SECURITY FORM		YES	AB	3/12/21		
SIGNED AND NOTARIZED NON-COLLUSION DECLARATION FORM		YES	AB	3/12/21		
COMPLETED AND SIGNED NON-SEGREGATED FACILITIES CERTIFICATION		YES	AB	3/12/21		
COMPLETED AND SIGNED PAST PERFORMANCE CERTIFICATION		YES	AB	3/12/21		
COMPLETED AND SIGNED COUNTY LOBBYIST CERTIFICATION		YES	AB	3/12/21		
COMPLETED AND SIGNED REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE		YES	AB	3/12/21		
COMPLETED AND SIGNED NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT		YES	AB	3/12/21		
COMPLETED AND SIGNED FEDERAL LOBBYIST CERTIFICATION		YES	AB	3/12/21		
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	AB	3/12/21		
SUBCONTRACTOR AMOUNT:		20.00%	AB	3/12/21		
PRIME CONTRACTOR LICENSE STATUS:	Dynaelectric	550173	AB	3/12/21	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Dynaelectric	1000001129	AB	3/12/21	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
SUB CONTRACTOR LICENSE STATUS:	Caseland Surveying Inc	L5411	AB	3/12/21	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
SUB CONTRACTOR LICENSE STATUS:	Superior Pavement Markings	776306	AB	3/12/21	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
SUB CONTRACTOR LICENSE STATUS:	Street Light Restorations Inc	811227	AB	3/12/21	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
SUB CONTRACTOR LICENSE STATUS:	EBS General Engineering	720016	AB	3/12/21	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
SUB CONTRACTOR DIR REGISTRATION STATUS:	Caseland Surveying Inc	1000001533	AB	3/12/21	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
SUB CONTRACTOR DIR REGISTRATION STATUS:	Superior Pavement Markings	1000001476	AB	3/12/21	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
SUB CONTRACTOR DIR REGISTRATION STATUS:	Street Light Restorations Inc	1000024172	AB	3/12/21	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
SUB CONTRACTOR DIR REGISTRATION STATUS:	EBS General Engineering	1000005295	AB	3/12/21	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Dynaelectric	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Caseland Surveying Inc	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Superior Pavement Markings	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Street Light Restorations Inc	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	EBS General Engineering	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Dynaelectric	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)	
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Caseland Surveying Inc	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)	
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Superior Pavement Markings	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)	
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Street Light Restorations Inc	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)	
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	EBS General Engineering	NOT FOUND IN ACTIVE DEBARRED LIST	AB	3/12/21	Print-out from SAM Web Page attached (https://www.sam.gov/portal/SAM/#1)	
REFERENCE CHECK ACCEPTABLE:		YES	AB	3/12/21		

3. REFERENCE CHECK OF APPARENT LOW BIDDER												
Dynaelectric												
REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
REFERENCE PROJECT	OWNER AND REFERENCE NAME	TEL	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Installation of Traffic Signal At Olive Ave at Florence St	City of Burbank	818-238-3915	-	-	YES	YES	NO	NO	YES	03/22/21: Spoke with Richard with the City's Traffic Signal Maintenance Department. The City of Burbank worked with Dynaelectric at various locations.	AB	3/22/2021
Washing Boulevard & Washing Place Street Light Improvements	City of Culver City	310-253-5604	\$600,000.00	2016	YES	YES	NO	NO	YES	03/22/21: Hong Wong stated all the work was completed without any problems.	AB	3/22/2021
East Coast Highway Traffic Signal Rehabilitation	City of Newport Beach	949-644-3336	-	-	YES	YES	NO	NO	YES	03/15/21: Eric returned call on Monday 03/15/21. The contractor completed all work satisfactorily per contract and all additional work requested by the City on a timely manner.	AB	3/22/2021

4. LOWEST RESPONSIBLE BID	
LOWEST RESPONSIBLE BID SUBMITTED BY:	Dynaelectric
IN THE AMOUNT OF:	\$799,782.00

▼Contractor's License Detail for License # 550173

CURRENT & ACTIVE

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/12/2021 10:28:46 AM

Business Information

K D C INC
dba DYNALECTRIC

4462 CORPORATE CENTER DRIVE
LOS ALAMITOS, CA 90720
Business Phone Number:(714) 828-7000

Entity	Corporation
Issue Date	12/06/1988
Expire Date	12/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C10 - ELECTRICAL
- ▶ A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).
Bond Number: 103581572
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number **107235980** for GREGORY RONALD WINN in the amount of **\$12,500** with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).
Effective Date: 04/27/2020
- ▶ This license filed Bond of Qualifying Individual number **105754058** for ADIE WAYNE GANTT in the amount of **\$12,500** with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).
Effective Date: 04/03/2012

Workers' Compensation

This license has workers compensation insurance with the [AMERICAN CASUALTY COMPANY OF READING PA](#)
Policy Number:WC681433616
Effective Date: 10/01/2020
Expire Date: 10/01/2021
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name

KDC INC. DBA DYNALECTRIC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001129

Registration effective date

7/1/2019

Registration expiration date

6/30/2022

Mailing Address

4462 CORPORATE CENTER DRIVE LOS ALAMITOS 90720 ...

Physical Address

4462 CORPORATE CENTER DRIVE LOS ALAMITOS 90720 ...

Email Address**Trade Name/DBA**

KDC SYSTEMS

DYNALECTRIC L.A.

License Number(s)

CSLB:550173

CSLB:550173

Registration History

Effective Date

Expiration Date

6/19/2018

6/30/2019

6/23/2017

6/30/2018

6/22/2016

6/30/2017

6/11/2015

6/30/2016

9/3/2014

6/30/2015

7/1/2019

6/30/2022

Legal Entity Information

Corporation Number:

C0770706

Federal Employment Identification Number:**President Name:**

Earnest Lee Brown

Vice President Name:

Matthew Thornton

Treasurer Name:**Secretary Name:**

Dusty Star Lord

CEO Name:

Earnest Lee Brown

Agent of Service Name:

DUSTY LORD

Agent of Service Mailing Address:

4462 CORPORATE CENTER DRIVE LOS ALAMITOS 90720 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier
Policy Holder Name:KDC, INC. DBA DYNALECTRIC**Insurance Carrier:**
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA**Policy Number:**
WC 6 81433616**Inception date:**9/30/2020**Expiration Date:**9/30/2021

▼

Contractor's License Detail for License # 776306

CURRENT &
ACTIVE

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/12/2021 10:36:03 AM

Business Information

SUPERIOR PAVEMENT MARKINGS INC
5312 CYPRESS ST
CYPRESS, CA 90630
Business Phone Number:(714) 995-9100

Entity Corporation
Issue Date 03/17/2000
Reissue Date 08/13/2007
Expire Date 08/31/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C32 - PARKING AND HIGHWAY IMPROVEMENT
- ▶ C31 - CONSTRUCTION ZONE TRAFFIC CONTROL
- ▶ C-61 / D38 - SAND AND WATER BLASTING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Bond Number: 100226797
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JOHN MATTHEW LUCAS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/11/2016
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [CYPRESS INSURANCE COMPANY](#)
Policy Number:SUWC140655
Effective Date: 06/01/2020
Expire Date: 06/01/2021
[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 08/13/2007 - LICENSE REISSUED TO ANOTHER ENTITY

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor's License Detail for License # 811227

CURRENT &
ACTIVE

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/12/2021 10:36:53 AM

Business Information

STREETLIGHT RESTORATION SPECIALISTS INC
2828 COCHRAN STREET #360
SIMI VALLEY, CA 93065
Business Phone Number:(805) 468-5271

Entity Corporation
Issue Date 08/06/2002
Expire Date 08/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C-61 / D64 - LIGHTPOLE RESTORATION
- ▶ C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [NAVIGATORS INSURANCE COMPANY](#).
Bond Number: NAV00022455
Bond Amount: \$15,000
Effective Date: 04/26/2020
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual BRIAN MICHAEL MORAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 05/12/2016
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)
Policy Number:9227287
Effective Date: 03/06/2018
Expire Date: 03/06/2022
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

CURRENT &
ACTIVE

Contractor's License Detail for License # 720016

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/12/2021 10:37:49 AM

Business Information

EBS GENERAL ENGINEERING INC
1345 QUARRY ST STE 101
CORONA, CA 92879
Business Phone Number:(951) 279-6869

Entity Corporation
Issue Date 03/13/1996
Expire Date 03/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Bond Number: 134033
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JOSEPH DONALD NANCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 10/07/2019

Workers' Compensation

This license has workers compensation insurance with the [FIRST LIBERTY INSURANCE CORPORATION](#)
Policy Number:WC6Z91454286030
Effective Date: 09/28/2019
Expire Date: 09/28/2021
[Workers' Compensation History](#)

Contractor Information

Registration History

Legal Entity Name

CASE LAND SURVEYING, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001533

Registration effective date

7/1/2020

Registration expiration date

6/30/2021

Mailing Address

614 N. ECKHOFF STREET ORANGE 92868 CA Un...

Physical Address

614 N. ECKHOFF STREET ORANGE 92868 CA Un...

Email Address
Trade Name/DBA

SURVEYOR

License Number(s)

Surveyor:L5411

Surveyor:L5411

Effective Date

Expiration Date

6/27/2018

6/30/2019

5/26/2017

6/30/2018

6/21/2016

6/30/2017

6/5/2015

6/30/2016

9/25/2014

6/30/2015

7/1/2019

6/30/2020

7/1/2020

6/30/2021

Legal Entity Information

Corporation Number:

C1370813

Federal Employment Identification Number:
President Name:

LARRY V CASE

Vice President Name:

NONE

Treasurer Name:

NONE

Secretary Name:

STACY L CASE

CEO Name:

LARRY V CASE

Agent of Service Name:

LARRY V CASE

Agent of Service Mailing Address:

614 N. ECKHOFF STREET ORANGE 92868 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No
Please provide your current workers compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier
Policy Holder Name:CASE LAND SURVEYING, INC.**Insurance Carrier:**
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICAP**olicy Number:**UB9J057945
Inception date:6/19/2019**Expiration Date:**6/19/2020

Contractor Information

Registration History

Legal Entity Name

SUPERIOR PAVEMENT MARKINGS

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001476

Registration effective date

7/1/2019

Registration expiration date

6/30/2022

Mailing Address

5312 CYPRESS STREET CYPRESS 90630 CA Unite...

Physical Address

5312 CYPRESS STREET CYPRESS 90630 CA Unite...

Email Address**Trade Name/DBA**

STREET STRIPING

CONSTRUCTION ZONE TRAFFIC CONTROL

PARKING & HIGHWAY IMPROVEMENT

License Number(s)

CSLB:776306

Effective Date

Expiration Date

6/18/2018

6/30/2019

6/23/2017

6/30/2018

6/7/2016

6/30/2017

6/22/2015

6/30/2016

9/24/2014

6/30/2015

7/1/2019

6/30/2022

Legal Entity Information

Corporation Number:

C2868038

Federal Employment Identification Number:**President Name:**

JOHN LUCAS

Vice President Name:

ROBERT GARCIA

Treasurer Name:**Secretary Name:****CEO Name:**

DARREN VELTZ

Agent of Service Name:

SUPERIOR PAVEMENT MARKINGS

Agent of Service Mailing Address:

5312 CYPRESS STREET CYPRESS 90630 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:
Please provide your current workers compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier
Policy Holder Name:SUPERIOR PAVEMENT MARKINGS**Insurance Carrier:**
Cypress Insurance Company**Policy Number:**SUWC033321**Inception date:**5/31/2019
Expiration Date:5/31/2020

Contractor Information

Legal Entity Name

STREETLIGHT RESTORATION SPECIALISTS, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000024172

Registration effective date

7/6/2020

Registration expiration date

6/30/2022

Mailing Address

2828 COCHRAN STREET #360 SIMI VALLEY 93010 C...

Physical Address

685 Anacapa Drive CAMARILLO 93010 CA United Sta...

Email Address**Trade Name/DBA****License Number(s)**

CSLB:811227

CSLB:811227

Registration History

Effective Date

Expiration Date

5/17/2018

6/30/2019

5/10/2017

6/30/2018

7/19/2016

6/30/2017

8/18/2015

6/30/2016

6/23/2015

6/30/2015

8/27/2019

6/30/2020

7/6/2020

6/30/2022

Legal Entity Information

Corporation Number:

C2374059

Federal Employment Identification Number:**President Name:**

BRIAN MORAN

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:****Agent of Service Name:**

BRIAN MORAN

Agent of Service Mailing Address:

2828 COCHRAN STREET #360 SIMI VALLEY 93065 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

Employer Organization

(PEO)?:

Please provide your
current workers

compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:STREETLIGHT RESTORATION SPECIALISTS, INC.**Insurance Carrier:**
STATE COMPENSATION INSURANCE FUND**Policy Number:**9227287-18**Inception date:**
2/5/2018**Expiration Date:**2/4/2021

Contractor Information

Registration History

Legal Entity Name

EBS GENERAL ENGINEERING, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000005295

Registration effective date

7/1/2020

Registration expiration date

6/30/2021

Mailing Address

1345 Quarry St. #101 CORONA 92879 CA Unite...

Physical Address

1345 Quarry St. #101 CORONA 92879 CA Unite...

Email Address**Trade Name/DBA****License Number(s)**

CSLB:720016

CSLB:720016

Effective Date

Expiration Date

5/11/2018

6/30/2019

5/26/2017

6/30/2018

6/3/2016

6/30/2017

6/19/2015

6/30/2016

1/12/2015

6/30/2015

7/1/2019

6/30/2020

7/1/2020

6/30/2021

Legal Entity Information

Corporation Number:

1744801

Federal Employment Identification Number:**President Name:**

THOMAS NANCI

Vice President Name:**Treasurer Name:****Secretary Name:**

JOSEPH NANCI

CEO Name:**Agent of Service Name:**

FERNANDO LEONE

Agent of Service Mailing Address:

207 N. BROADWAY #F SANTA ANA 92701 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

Employer Organization

(PEO)?:

Please provide your
current workers

compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:EBS GENERAL ENGINEERING, INC**Insurance Carrier:**
LIBERTY MUTUAL INSURANCE COMPANY**Policy Number:**WC2-Z91-454286-039
Inception date:9/27/2020**Expiration Date:**9/27/2021

Department of Industrial Relations

PRIME & SUBS
NOT INCLUDED
THE LIST

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
Avi Shechter, Individually DBA Avi Shechter CSLB Number: 908891 and 1018353	5/6/2019 through 5/5/2022 Decision LB 6328
Patrick Kim, Individually DBA Ritecon Plumbing CSLB Number: 991018	8/21/2018 through 8/20/2019 Decision LB 6762
Bighorn Construction, Inc. CSLB Number: 597866	5/5/2018 through 5/4/2021 Decision LB 6658
Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of	6/15/2018 through 9/16/2019 Decision LB 5267

Bld Analysis, Santa Anita Ave and Klingerman St, Rush St, Central Ave Traffic Signal Imp

Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction CSLB Number: 714836	
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	2/1/2017 through 1/31/2020 Decision 40-48480-516
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	4/3/2018 through 10/3/2019 Decision SC 6390
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706	10/31/16 through 10/30/19 Decision LB 6270

CSLB Number: 610549	
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	6/01/16 through 5/31/17 Decision LB 5533
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company CSLB Number: #765312	2/15/16 through 8/15/17 Decision SC 5714
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	4/1/44 through 3/31/47 Decision LB5742 4/1/41 through 3/31/44 Decision LB5665 4/1/36 through 3/31/39 Decision LB5740

	4/1/33 through 3/31/37 Decision LB5651 4/1/33 through 3/31/37 Decision LB5739 4/1/24 through 3/31/27 Decision LB5741 4/1/30 through 3/31/33 Decision LB5743 4/1/27 through 3/31/30 Decision LB5666 4/1/21 through 3/31/24 Decision LB5667 4/1/18 through 3/31/21 Decision LB5668 4/01/15 through 3/31/18 Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision LB 5596

L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel , an individual	2/01/15 through 1/31/18 Decision LB5 171
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer , an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision LB 5323
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo , an individual; Dae Hyun Yoo , an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision LB 5466, LB5467, LB5468 & LB5520
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision 40-40508-522 & 44-40509-522
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision SC 5539
Ramos Painting	11/3/14 through 11/2/15

[Decision SC 5518](#)

Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision SAC 5492
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	8/4/14 through 8/3/17 Decision SAC 5506

Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision SAC 5308
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision LB 4202
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision LB 4484
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision LB5175
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision SC 5309
Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision SAC 1039
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision SAC 5175

FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision se 5013
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision SC 5053 Addendum SC 5053
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane	7/1/10 through 6/30/13 Decision SAC 5012

Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	4/19/10 through 4/18/13 Decision SAC 1064
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	3/18/10 through 3/17/13 Decision SAC 1058
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision SAC 1052
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752	8/5/09 through 8/4/12 Decision SAC 1042

Bld Analysis, Santa Anita Ave and Klingerman St, Rush St, Central Ave Traffic Signal Imp
CSB # 839898 Exp. 6/30/10 (suspended)

All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision SAC 1040
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision SAC1037

August 2019



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

 Log In

[Login.gov FAQs](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Sunday, 03/14/2021 from 8:00 AM to 8:00 PM.

Advanced Search - Exclusion

☐ Single Search

☒ Multiple Names

All

▼

Name

KDC

All

▼

Name

CASELAND SURVEYING

All

▼

Name

SUPERIOR PAVEMENT MARKINGS

All

▼

Name

STREET LIGHT RESTORATIONS

All

▼

Name

EBS GENERAL ENGINEERING

All

▼

Name

Exclusion Status

Active

▼

Selecting "All" displays both Active and Inactive Exclusions.

SEARCH

CLEAR

You may only perform a search with the criteria contained in one accordion.

☐ SSN/TIN Search

SAM Search Results

List of records matching your search for :

Classification: Individual, Firm, Special Entity Designation, Vessel

Entity Name: kdc,

Entity Name: caseland surveying,

Entity Name: superior pavement markings,

Entity Name: street light restorations,

Entity Name: ebs general engineering

Functional Area: Performance Information

Record Status: Active

No Search Results

ATTACHMENT B

CITY OF SOUTH EL MONTE, CALIFORNIA



BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS

for

Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project

Caltrans Project No.: HSIPL-5352(019)

City Project No.: 294

Date Issued: January 26, 2021

Pre-Bid Meeting Date/Location:

N/A

Bid Due Date:

March 11, 2021 at 2:00 PM

Submit bids to:

City Clerk's Office

City of South El Monte

1415 Santa Anita Avenue, South El Monte, California 91733

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

☒	Completed and Signed Bid Cover Form (Page B-2 and B-3)
☒	Completed and Signed Bid Sheets (Page B-4 and B-5)
☒	Completed, Signed and Notarized Questionnaire (Page B-6 thru B-9)
☒	Completed References Form (Page B-10 thru B-13)
☒	Resume of General Construction Superintendent/On-Site Construction Manager (Page B-14)
☒	Completed Subcontractor Designation Form (Page B-15)
☒	Completed and Signed Industrial Safety Record Form (Page B-16)
☒	Completed, Signed and Notarized Bid Bond or Other Security Form (Page B-17 and B-18)
☒	Signed and Notarized Noncollusion Declaration Form (Page B-19)
☒	Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder
☒	Notice of Equal Employment Opportunity Certification (page FP-27)
☒	Public Contracting Code Requirements (page FP-28 thru FP-30)
☒	Debarment and Suspension Certification (page FP-31)
☒	Nonlobbying Certification for Federal Contracts (page FP-32)
☒	Disclosure of Lobbying Activities (page FP-33)
☒	Construction Contract DBE Commitment (page FP-35)
☒	DBE Information – Good Faith Efforts (page FP-38)
☒	Federal Wage Rates (page FWD-1 thru FWD-28)

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

City of South El Monte

City Project No.: 294

BID

CITY OF SOUTH EL MONTE

**SANTA ANITA AVENUE AND KLINGERMAN STREET, RUSH STREET, AND
CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT**

**Caltrans Project No.: HSIPL-5352(019)
City Project No.: 294**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of South El Monte to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. 1 Date:

Addendum No. Date:

Addendum No. Date:

Addendum No. Date:

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence

City of South El Monte

City Project No.: 294

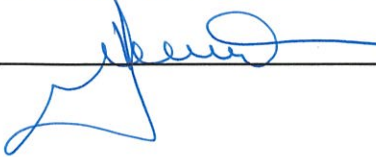
of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 550173, Class A, C10, which expires on 12-31-2022.

Bidder's Name: KDC Inc. dba Dynalectric L.A.

Signature: 

Earnest L. Brown
Title: President/CEO Date: 3-9-21

Signature: 

Title: Senior VP/CFO Date: 3/9/21
Ben Martin

City of South El Monte

City Project No.: 294

CITY OF SOUTH EL MONTE

BID SHEETS FOR

**SANTA ANITA AVENUE AND KLINGERMANN STREET, RUSH STREET, AND
CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT**

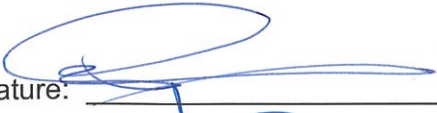
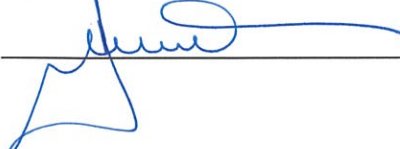
Bidder's Name: KDC Inc. dba Dynalectric L.A.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1	Mobilization	1	LS	\$ <u>63,982.00</u>	\$ <u>63,982.00</u>
2	Traffic Control	1	LS	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>
3	Implementation of BMP's	1	LS	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
4	Construction Surveying	1	LS	\$ <u>5,483.00</u>	\$ <u>5,483.00</u>
5	Traffic Signal Modification (Santa Anita Ave & Klingerman St)	1	LS	\$ <u>230,000.00</u>	\$ <u>230,000.00</u>
6	Traffic Signal Modification (Santa Anita Ave & Rush St)	1	LS	\$ <u>250,000.00</u>	\$ <u>250,000.00</u>
7	Traffic Signal Modification (Santa Anita Ave & Central Ave)	1	LS	\$ <u>222,317.00</u>	\$ <u>222,317.00</u>
TOTAL BASE BID AMOUNT IN DIGITS					\$ <u>799,782.00</u>

TOTAL BASE BID PRICE IN WORDS: Seven Hundred and Ninety - Nine Thousand and Seven hundred and Eighty Two Dollars and ⁰⁰/₁₀₀ cents

Signature: 
Signature: 

Earnest L. Brown
Title: President/CEO Date: 3/11/21
Ben Martin
Title: Senior VP/CFO Date: 3/11/2021

ADDENDUM #1
CONTRACT DOCUMENTS AND SPECIFICATIONS
for
SANTA ANITA AVENUE AND KLINGERMAN STREET,
RUSH STREET, AND CENTRAL AVENUE
TRAFFIC SIGNAL MODIFICATION PROJECT

Caltrans Project No: HSIPL-5352(019)

City Project No: 294

Date Issued: March 5, 2021



Robbie Brenning
Senior Transportation Estimator

Addendum for: SANTA ANITA AVENUE AND KLINGERMAN STREET, RUSH STREET,
AND CENTRAL AVENUE, TRAFFIC SIGNAL MODIFICATION PROJECT
CALTRANS PROJECT NO: HSIPL-5352(019)
CITY PROJECT NO: 294

Addendum No.: 1

Addendum Date: MARCH 5, 2021

Issued by: City of South El Monte

Reminder 1: Please sign Addenda Acknowledgement on page B-2 (pdf page 13 of 265) of Bid Package Section Titled "Bid".

Reminder 2: Bid due date is not changed. Bid due date is **2:00 PM, on March 11, 2021.**

This Addendum 1 reissues Sheet 2 of Project Plans. See Attachment A - Revised Project Plan - Sheet 2. All other sheets remain unchanged.

This Addendum 1 also provides responses to questions received.

See below questions and responses provided:

Q.01 On sheet 2 of 7 (Santa Anita and Central) there are various notes that have "#" in the box. Do we disregard those?

A.01 See Attachment A - Revised Project Plan - Sheet 2, which clarifies the above question.

Q.02 The existing poles at Santa Anita & Central are black. Does the City want to paint the new poles black?

A.02 Yes.

Add the following to Special Provisions, Miscellaneous, after last paragraph on page SP-50:

All existing poles and new poles (Poles A through I on sheet 2), vehicle heads, pedestrian heads, mastarms, housings, and any appurtenances at Santa Anita Avenue and Central Avenue, shall be painted in black color. Work shall be in conformance with Section 59-3 "Painting Galvanized Surfaces" of the 2018 Caltrans Standard Specifications.

Full compensation for conforming to these requirements shall be considered as included in the contract lump sum (LS) price bid for "TRAFFIC SIGNAL MODIFICATION (SANTA ANITA AVE & CENTRAL AVE)" and shall include all labor, materials, tools and appurtenances necessary to complete the work and no additional compensation will be allowed therefore.

Q.03 Temporary Traffic Poles- at what pole locations does the City anticipate there are to be temporary traffic signal poles for the new foundation installation? If that information is not available at time of bid, would it be prudent to have temp poles be paid at Time and Material or instead create a bid item for temp poles and the quantities can be determined later?

A.03 If the new traffic signal pole is within 5' of the existing traffic signal pole, then a

temporary traffic signal pole shall be provided as part of the lump-sum bid item.

Q.04 The specs call out for Traffic Control Drawings from a licensed engineer in California. Is this going to be enforced for this project (Traffic Signals)?

- A.04** It will not be necessary to provide traffic control plans stamped by a licensed engineer in California. The Contractor shall utilize the 2019 W.A.T.C.H. Manual for traffic control design. When the contractor is reconstructing the curb ramps, they shall:
1. Maintain 5' minimum crosswalk access at all times.
 2. Maintain ADA access through the work zone at all times. The Contractor shall assist pedestrians safely through the work zone.
 3. The Contractor shall schedule and conduct all work such that the time between the demolition and reconstruction of the curb ramp, including sidewalk, curb and gutter, shall be limited to three (3) working days. PCC improvements within the existing paths of travel shall not remain demolished over any weekend or holiday period.
 4. The Contractor shall install and compact base material to provide a firm and unyielding surface at the end of each working day.

Q.05 The specs call out for the Traffic Control work to be performed by a C-31 Licensed contractor? Is this going to be enforced for this project (Traffic Signals)?

- A.05** No. Contractor can self perform traffic control.

Q.06 There are overhead lines near the new poles being installed. At what pole locations does the City anticipate there are to be sleeving the new pole installation? If that information is not available at time of bid, would it be prudent to have overhead line sleeving be paid at Time and Material or instead create a bid item for overhead line sleeving and the quantities can be determined later?

- A.06** Pole types have been adjusted during the design phase to accommodate overhead lines.

Attachment:

Attachment A - Revised Project Plan - Sheet 2

City of South El Monte

City Project No.: 294

Schedule of Values (SOV). Within 10 days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:

- a. Subdivide the Work into its respective parts,
- b. Include values for all items comprising the Work, and
- c. Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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.

City of South El Monte

City Project No.: 294

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: KDC Inc. dba Dynalectric L.A.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 4462 Corporate Center Drive, Los Alamitos, CA 90720-2539
- (4) Telephone: (714) 828-7000 Facsimile: (714) 484-2389
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 550173 - A, C10
Original Date Issued: 12/06/1988 Expiration Date: 12/31/2022
- (8) DIR Contractor Registration Number: 1000001129
- (9) 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: Robbie Brenning
Date of Inspection: 03/04/2021
- (10) Number of years' experience the company has as a contractor in construction work: 70
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
Earnest L. Brown - President/CEO. lbrown@emcor.net
4462 Corporate Center Drive, Los Alamitos, CA 90720-2539 (714) 828-7000
Ben Martin - Senior VP/CFO. bmartin@dyna-la.com
4462 Corporate Center Drive, Los Alamitos, CA 90720-2539 (714) 828-7000
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid: KDC Inc. dba Dynalectric

City of South El Monte

City Project No.: 294

- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

See Litigation Summary Attachment #1

- b. Briefly summarize the parties' claims and defenses:

See Litigation Summary Attachment #1

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

See Litigation Summary Attachment #1

- (15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No

City of South El Monte

City Project No.: 294

- (16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

- (17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

- (18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☒ No
- b. By the owner against you? Circle one: Yes ☒ No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☒ No
- d. By Subcontractors? Circle one: Yes ☒ No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: ☒ Yes No

If your answer is "yes" to any part or parts of this question, explain.

See Litigation Summary Attachment #1

- (19) List the last three (3) projects you have worked on or are currently working on for the City of South El Monte:

None to date

City of South El Monte

City Project No.: 294

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Subscribed and sworn to me: _____

Signature: _____

This ____ day of _____, 20____

Title: _____

Signature: _____

(SEAL)

11 See Attached
Acknowledgement"

Company

Earnest L. Brown

Signature: _____

Title: President/CEO

Date: 3-9-21

Ben Martin

Signature: _____

Title: Senior VP/CFO

Date: 3/9/21

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.

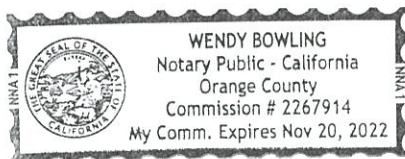
State of California)

County of Orange)On 3/10/2021 before me, Wendy Bowling, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Earnest L. Brown and Ben Martin
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 Wendy Bowling
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 DocumentTitle or Type of Document: Questionnaire Form Document Date: 3/9/21Number of Pages: 4 Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Earnest L. Brown☒ Corporate Officer — Title(s): President & CEO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: KDC Inc. dba Dynalectric
KDC Inc. dba KDC SystemsSigner's Name: Ben Martin☒ Corporate Officer — Title(s): CFO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: KDC Inc. dba Dynalectric
KDC Inc. dba KDC Systems

Lawsuits and Arbitrations – 5 year

1. City of Cypress OCSC 30-2014-00739525 CU-OR-CJC
 - a. KDC Inc. dba Dynalectric seeks compensation from Bannaoun Engineers Construction Corporation for work performed on the Cerritos Avenue Widening Project in the City of Cypress. Dynalectric entered a subcontract with the direct contractor, Bannaoun on June 31, 2013. Dynalectric performed all the work called for in the subcontract. The work was accepted by the City of Cypress and Bannaoun was paid for Dynalectric's work. However, Bannaoun did not pay Dynalectric. We are not aware of any defenses to Dynalectric's claim.
 - b. This matter was for a total of \$91,000. The City of Cypress agreed to pay KDC \$6,000. The bonding company agreed to pay \$10,000. Bannaoun agreed to pay \$85,000, for a total of \$91,000. Cypress and the bonding company honored their agreement and paid \$16,000. Bannaoun paid \$20,000 and then ceased making any payments.
 - c. A judgement in the sum of \$66,572 was entered against Bannaoun. KDC is pursuing that judgement; however, it is not expending significant sums to do so.
 - d. **Matter settled in March of 2017.**
2. Synetcom v. Mesa Water District and KDC Inc. dba Dynalectric OCSC 30-2013-00692328-CU-BC-CJC
 - a. KDC Inc. dba Dynalectric entered into a direct contract with Mesa Water District. In furtherance of that contract, Dynalectric entered a subcontract with Synetcom Digital Inc. in June of 2010. Synetcom filed suit against Dynalectric for claimed extra work in December of 2013. Dynalectric denies the claim because no extra work was performed. Synetcom also filed a claim against Mesa Water District.
 - b. Mesa was dismissed by Summary Judgment. The Court dismissed Synetcom's suit against KDC Inc. The Court directed judgment in favor of KDC against Synetcom for \$138,282.
 - c. KDC filed a motion seeking attorney's fees. That motion was granted and KDC was awarded an additional \$521,376 in attorney fees, for a total judgment of \$650,641 against Synetcom.
 - d. *Synetcom has appealed both the Nonsuit and the Attorney's fees award. The case has been fully briefed and we are awaiting oral argument.*
 - e. **Matter settled in March 2019.**
3. Mesa Water District v. KDC Inc. dba Dynalectric
 - a. Mesa seeks to be reimbursed its attorney's fees and costs of approximately \$400,000 from KDC pursuant to the indemnity provision of the prime contract. KDC is defending the claim since the claim for defense and indemnification was never tendered to them.
 - b. Mesa has made a motion for summary adjudication on one cause of its five cause of action suit. That motion was heard in April 2017 and denied.
 - c. **Trial is presently set for March 8, 2021.**
4. KDC Inc. dba Dynalectric vs Clark Construction Group-California, Inc., McCarthy Building Companies, Inc., Travelers Casualty and Surety Company of America, Federal Insurance Company, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, City of Los Angeles, Los Angeles Work Airports {LASC BC647917}
 - a. KDC Inc. filed suit on January 24, 2017 and seeks compensation for work performed at Tom Bradley International Terminal Renovation Aprons, and Concourse Demolition project at Los Angeles, International Airport in Los Angeles, California, for work outside the scope of the original contract and contract balances not paid.
 - b. **Matter settled and KDC was paid in April of 2017.**

City of South El Monte

City Project No.: 294

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

See Detailed Job List Attachment #2

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number **See Attachment #2** _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

City of South El Monte

City Project No.: 294

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number See Attachment #2

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

City of South El Monte

City Project No.: 294

Project 4 Name/Number See Attachment #2

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number See Attachment #2

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

City of South El Monte

City Project No.: 294

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number See Attachment #2

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

315004	8TH STREET - IROLO TO WESTERN Subcontract No. 333084	S. Latham	8th Street - Irolo To Western Los Angeles, CA 90006 TEL: None FAX: None	Sully-Miller Contracting 135 S. State College Blvd., Ste 400 Brea, CA 92821 TEL: 714-888-1190 FAX: 714-44-8775
315005	2015 SMALL NON-CERTIFIED TRANSPORTATION JOBS	D. Hopkins	N/A	N/A
315012	COLUMBIA SQUARE SUNSET & GORDON & OTHER VARIOU Subcontract No. 8682 Job No. 5200	D. Hopkins	Sunste Blvd. & Gower St. Los Angeles, CA 90028 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
315013	PACIFIC CITY HALL PROJECT, HUNTINGTON BEACH Subcontract No. 11607.1102	S. Latham	1st St. & PCH Huntington Beach, CA 92648 TEL: None FAX: None	Griffith Company 12200 Bloomfield Ave. Huntington Beach, CA 92648 TEL: 562-929-1128 FAX: 562-863-3488
315019	685 NEW HAMPSHIRE Subcontract No. 1052 Job No. 3037	S. Latham	685 South New Hampshire Los Angeles, CA 90005 TEL: None FAX: None	Cobalt Construction Company 2259 Ward Ave., Suite 200 Simi Valley, CA 93065 TEL: 805-577-6222 FAX: 805-582-5053
315021	UNIVERSITY OF CALIFORNIA, TEACHING & LEARNING CENTER FOR HEALTH SCIENCES Subcontract No. 337469 SM Job No. 10165855 R&S Job# 10164000	S. Latham	Tiverton & LeConte Los Angeles, CA 90095 TEL: None FAX: None	Sully-Miller Contracting 135 S. State College Blvd., Ste 400 Brea, CA 92821 TEL: 714-578-9600 FAX: 714-578-9672
315025	LADOT ELECTRIC AVE PARKING LOT Subcontract No. 8719 Job No. 5239	D. Hopkins	1300 Electric Ave. Venice, CA 90291 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
315027	BREA CCTV CAMERA INSTALL Purchase Order No. 00067422	R. Shackleton	Birch & Civic Center Dr Brea, CA 92821 TEL: None FAX: None	City of Brea 1 Civic Center Circle Brea, CA 92821 TEL: 714-990-7708 FAX: 714-671-3680

315028	BURBANK RIVERSIDE DR. FIBER OPTIC COMMUNICATION Bid Sched No. 1395	D. Hopkins	Riverside Dr. & Buena Vista St. Burbank, CA 91505 TEL: None FAX: None	City of Burbank 150 N. 3rd St. Burbank, CA 91502 TEL: 818-238-3915 FAX: 818-238-3918
315033	BURBANK - INSTALLATION OF TRAFFIC SIGNAL AT OLIVE Bid Schedule No. 1414	D. Hopkins	Olive Ave. & Florence St. Burbank, CA 91505 TEL: None FAX: None	City of Burbank 150 N. 3rd St. Burbank, CA 91502 TEL: 818-238-3915 FAX: 818-238-3918
315034	GOLDEN VALLEY RD @ RT 14 INTERCHANGE IMPROVEMENT Subcontract No. 333-06	R. Shackleton	Golden Valley @ Rt 14 Santa Clarita, CA 91355 TEL: None FAX: None	Security Paving 13170 Telfair Ave. Sylmar, CA 91342 TEL: 818-612-0450 FAX: 818-362-9300
315036	MONTANA AVE ST LT	R. Shackleton	12234 Monyana Ave. Brentwood, CA 90049 TEL: None FAX: None	Southern California Underground Engineering 1532 Post Ave. Torrance, CA 90501 TEL: 310-908-8144 FAX: None
315040	IN-N-OUT TRAFFIC SIGNAL MODIFICATION AT SEPULVEDA	D. Hopkins	600 N. Sepulveda Blvd. El Segundo, CA 90245 TEL: None FAX: None	In-N-Out Burger 13502 Hamburger Lane Baldwin Park, CA 91706 TEL: 626-905-1011 Email: fjaquez@innout.com
315041	OLYMPIC & OLIVE Work Order No. 544	D. Hopkins	936 S. Olive St. Los Angeles, CA 90015 TEL: None FAX: None	Trademark Concrete Systems, Inc. 1301 Maulhardt Ave. Oxnard, CA 92030 TEL: 805-667-7325 EMAIL: wolf@trademarkconcrete.com
315042	1000 Grand Work Order No. 543	D. Hopkins	1000 W. Grand Ave. Los Angeles, CA 90015 TEL: None FAX: None	Trademark Concrete Systems, Inc. 1301 Maulhardt Ave. Oxnard, CA 92030 TEL: 805-667-7325 EMAIL: wolf@trademarkconcrete.com
315043	FIRST & CABRILLO PARK Purchase Order No. 8917DU	S. Latham	First & Cabrillo Park Santa Ana, CA 92705 TEL: None FAX: None	Mark Company 2288 N. Batavia St. Orange, CA 92865 TEL: 714-685-3462 FAX: 714-685-3473

315046	VAN NUYS BLVD. AT SATICOY & COVELLO Griffith Job No. 10572.1001	R. Shackleton	Van Nuys Blvd. & Saticoy Los Angeles, CA 91405 TEL: None FAX: None	Griffith Company 12200 Bloomfield Ave. Santa Fe Springs, CA 90670 TEL: 714-745-9436 FAX: 562-864-8970
315049	UNDERGROUNDING OF CITY OWNED OVERHEAD WIRE ON	S. Latham	Stanton at Orangethorpe Buena Park, CA 90622 TEL: None FAX: None	City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622 TEL: 714-562-3696 FAX: 714-562-3677
315053	THE PLATFORM AT CULVER STATION Job No. 1323.0	S. Latham	Washington Blvd. @ Landmark St. Culver City, CA 90232 TEL: None FAX: None	Del Amo Construction, Inc. 23840 Madison St. Torrance, CA 90505 TEL: 310-378-6203 FAX: 310-378-4663
315056	BEVERLY & SAN VICENTE SIGNALIZATION Subcontract No. 4015127-1600300	D. Hopkins	Beverly Blvd. & San Vicente Blvd. West Hollywood, CA 90048 TEL: None FAX: None	Hensel Phelps 18850 Von Karman Ave., Suite 100 Irvine, CA 92612 TEL: 323-866-7800 FAX: 323-866-7888
315057	UNION VILLAGE APARTMENTS Subcontract No. 056	S. Latham	El Molino & Union Pasadena, CA 91101 TEL: None FAX: None	Cobalt Construction Company 2259 Ward Ave., Suite 200 Simi Valley, CA 93065 TEL: 805-577-6222 FAX: 805-582-5053
315058	1332 2ND STREET LAEMMLE FILM CENTER Subcontract No. 153-13039-21	D. Hopkins	1332 2nd St. Santa Monica, CA 90401 TEL: None FAX: None	Howard CDM 3750 Long Beach Blvd., Suite 200 Long Beach, CA 90807 TEL: 562-427-4124 FAX: 562-427-9864
316060	14TH & ALAMEDA SIGNAL MOD Subcontract No. 60525-025	R. Shackleton	14th St. & Alameda Los Angeles, CA 90021 TEL: None FAX: None	Cirks Construction, Inc., dba KDC Construction 1442 E. Lincoln Ave., #334 Orange, CA 92865 TEL: 714-632-6717 FAX: 714-632-6752
315063	BURBANK AIRPORT FIBER REPAIR Purchase Order No. 165291 Federal Project No. E13-02	D. Hopkins	10800 W. Sherman Way Burbank, CA 91505 TEL: None FAX: None	Royal Electric Company 8481 Carbide Court Sacramento, CA 95828 TEL: 916-716-1181 EMAIL: stever@royalelect.com
315066	SAFE ROUTES TO SAMOHI	D. Hopkins		All American Asphalt

	Subcontract No. 2712.01		601 Pico Blvd. Santa Monica, CA 90405 TEL: None FAX: None	PO Box 2229 Corona, CA 92878 TEL: 951-736-7600 FAX: 951-739-4671
315070	BEACH BLVD. MEDIAN & TRAFFIC SIGNAL IMPROVEMENTS Subcontract No. 259-15-03	D. Hopkins	Beach Blvd & Orangethorpe Buena Park, CA 90620 TEL: None FAX: None	GMC Engineering, Inc. 1401 Warner Ave., Suite B Tustin, CA 92780 TEL: 714-247-1040 FAX: 714-247-1041
315071	THE ARGYLE HOTEL Subcontract No. 482-255	S. Latham	1800 Argyle Ave. Los Angeles, CA 90028 TEL: None FAX: None	Davis/Reed Construction 545 South Figueroa St., Suite 1001 Los Angeles, CA 90071 TEL: 805-804-2454 FAX: 858-523-9546
315073	WASHINGTON BLVD. & WASHING PLACE STREET LIGHT IMPROVEMENTS Project No. PZ-684 Bid Schedule No. 1561 Contract No. 31600116	S. Latham	Multiple Culver City, CA 90232 TEL: None FAX: None	City of Culver City - Dept. of Public Works 9770 Culver Blvd. Culver City, CA 90232 TEL: 310-253-5604 FAX: None
315074	OLYMPIC REGENCY Subcontract No. N/A	R. Shackleton	Olympic & Carson Los Angeles, CA 90036 TEL: None FAX: None	Avant-Garde Development Inc. PO Box 2071 Rolling Hills Estates, CA 90274 TEL: None FAX: 424-206-9933
315078	PLAYA VISTA SCHOOL VAULT Subcontract No. N/A	S. Latham	SEC, Playa Vista & Bluff Creek Los Angeles, CA 90094 TEL: None FAX: None	EEC Environment One City Blvd. West, Suite 1800 Orange, CA 92868 TEL: 714-667-2300 FAX: 714-813-9710
315079	P.U.C. VALLEY CAMPUS - GLENOAKS AVE ST LT Purchase Order No. PUC	R. Shackleton	13361 Glenoaks Ave. Sylmar, CA 91342 TEL: None FAX: None	SoCal Air & Electric Inc. 105 S. Wineville Ave. Ontario, CA 91761 TEL: 909-464-2300 FAX: 909-464-2335
315081	CITY OF CYPRESS CONTROLLER CHANGE OUTS Purchase Order No. 2015-00000919	S. Latham	Multiple Cypress, CA 90630 TEL: None FAX: None	City of Cypress PO Box 609 Cypress, CA 90630-0609 TEL: 714-229-6700 FAX: 714-229-6654
315083	THE VILLAGE AT USC - JEFFERSON & MCCLINTOCK TS & S Subcontract No. 2002-00.356	R. Shackleton	985 W. Jefferson	Hathaway Dinwiddie 985 W. Jefferson Blvd.

			Los Angeles, CA 90007 TEL: None FAX: None	Los Angeles, CA 90007 TEL: 213-748-7800 FAX: None
315084	2015 CONSTRUCT S/L U/G CONDUIT SYSTEM & RELATED S Bid Schedule No. 1390 Purchase Order No. 144465 (ORIGINAL JOB NO. 314091)	D. Hopkins	Multiple Burbank, CA 91510 TEL: None FAX: None	City of Burbank 164 W. Magnolia Blvd. Burbank, CA 91502 TEL: 818-238-3570 FAX: 818-238-3594
315089	US 101 FWY AT UNIVERSAL Subcontract No. S15-039-04	S. Latham	US 101 Fwy at Univeral Universal City, CA 91608 TEL: None FAX: None	Comet Electric, LLC 21625 Prairie Street Chatsworth, CA 91311 TEL: 818-340-0965 FAX: 818-340-4165
315090	EAST COAST HIGHWAY TRAFFIC SIGNAL REHABILITATION Contract No. TBD	D. Hopkins	E. Coast Hwy & Irvine Terrace Newport Beach, CA 92660 TEL: None FAX: None	City of Newport Beach, CA 92660 East Coast Hwy & Irvine Terrace Newport Beach, CA 92660 TEL: 949-644-3336 EMAIL: eloke@newportbeachca.gov
315095	PASADENA TS MOD LAKE & CORDOVA Subcontract No. 229-302 Purchase Order No. 39574	R. Shackleton	Lake Ave. & Cordova St. Pasadena, CA 91101 TEL: None FAX: None	STC Netcom, Inc. 11611 Industry Ave. Fontana, CA 92337-6931 TEL: 951-685-8181 x233 EMAIL: jdivine@stcnetcom.com
315096	CONDUIT INSTALL - VINE & WARING Purchase Order No. 0001645639	R. Shackleton	Vine & Waring Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 555 Ramirez St., Space 312 Los Angeles, CA 90012 TEL: 213-485-6818 EMAIL: brian.kolacinski@lacity.org
315097	CONDUIT INSTALL - SUNSET & SANTA MONICA Purchase Order No. 0001645672	R. Shackleton	Sunset & Santa Monica Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 555 Ramirez St., Space 312 Los Angeles, CA 90012 TEL: 213-485-6818 EMAIL: brian.kolacinski@lacity.org
315098	VENTURA BLVD. @ SERRANIA AND WINNETKA TS & SL MOI Subcontract No. TBD	R. Shackleton	Multiple Woodland Hills, CA 91364 TEL: None FAX: None	O.L. Development 2923 Thornton Ave. Burbank, CA 91504 TEL: 818-783-9800 CELL: 818-940-9573
315102	CULVER CITY WASHINGTON & INCE BLVD. Subcontract No. 31600122	S. Latham	Washington & Ince Culver City, CA 90232	City of Culver City Public Works 9770 Culver Blvd Culver City, CA 90232

			TEL: None FAX: None	TEL: 310-367-2931 FAX: None
315105	2015 CITY OF CORONA ATMS MAINTENANCE SERVICES Purchase Order No. XXXXXXXX	D. Hopkins	Multiple Corona, CA 92882 TEL: None FAX: None	City of Corona 400 S. Vicentia Ave., Suite 210 Corona, CA 92882 TEL: 951-279-3664 FAX: 951-736-2445
315106	LAX RUNWAY 6R-24L SAFETY AREA IMPROVEMENT Subcontract No. A1188-SC04	D. Hopkins	1 World Way Los Angeles, CA 90045 TEL: None FAX: None	Royal Electric 8481 Carbide Court Sacramento, CA 95828 TEL: 310-925-6922 FAX: 916-226-2150
315107	DANA POINT MISC. TS REPAIRS & IMPROVEMENTS FY 2015 Contract No. N/A	D. Hopkins	Multiple Dana Point, CA 92629 TEL: None FAX: None	City of Dana Point 33282 Golden Lantern St. Dana Point, CA 92629 TEL: 949-248-3574 FAX: 949-234-2826
315108	PVC CONDUIT, MATERIAL & INSTALL Contract No. 59665	R. Shackleton	Multiple Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 111 E. 1st Street, Room 110 Los Angeles, CA 90012 TEL: 213-978-3178 FAX: 213-928-9511 or 9513
315109	UCI LIGHTED CROSSWALK Purchase Order No. 53105	D. Hopkins	3935 Pereira Dr. Irvine, CA 92697 TEL: None FAX: None	University of California, Irvine 1400 Biological Sciences III Irvine, CA 92697 TEL: 949-824-0967 FAX: 949-824-2387
315110	ALTON PARKWAY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION Contract No. N/A	D. Hopkins	Alton Pkwy & Murphy Ave Irvine, CA 92606 TEL: None FAX: None	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 TEL: 949-724-6000 FAX: 949-724-6620
315113	ECHO PARK / SILVERLAKE ATCS WO# L1502806	R. Shackleton	Multiple Los Angeles, CA 90021 TEL: None FAX: None	City of Los Angeles 100 S. Main St., Suite 900 Los Angeles, CA 90012 TEL: 6269-255-4592 FAX: None
315117	ATSAC PLAYA VISTA Contract No. TBD	S. Latham	Centinella/Culver/Inglewood Los Angeles, CA 90021 TEL: None	Playa Capital Company, LLC 12045 Waterfront Dr., Suite 400 Playa Vista, CA 90094 TEL: 310-448-4664

			FAX: None	FAX: 714-338-8264
315118	PARK SIERRA CROSSWALK LIGHTING Contract No. KC-KCS-014777-260000-A	R. Shackleton	10800 Magnolia Ave Riverside, CA 92505 TEL: None FAX: None	Kaiser Foundation Health Plan, Inc. 10800 Magnolia Ave. Riverside, CA 92505 TEL: 951-271-5067 EMAIL: John.C.Kraemer@kp.org
315122	ON-CALL STREET LIGHT STANDARD REPAIR / REPLACEMENT Contract No. 31600	S. Latham	Multiple Culver City, CA 90232 TEL: None FAX: None	City of Culver City 9770 Culver Blvd. Culver City, CA 90232 TEL: 310-253-6433 FAX: 310-367-2931
315999	2015 INDIRECT JOB COST - TRANSPORTATION	R. Shackleton	N/A	N/A
316005	2016 SMALL NON-CERTIFIED TRANSPORTATION JOBS	D. Hopkins	N/A	N/A
316006	1600 BLOCK OF IRVING TABOR CT - PARKING LOT IMPROVEMENT Subcontract No. 8879 Job No. 5313	D. Hopkins	1600 S. Irving Tabor Ct Los Angeles, CA 90291 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
316007	EAST VILLAGE Purchase Order No. 8830-2016-001	R. Shackleton	905 E. 2nd Street Los Angeles, CA 90013 TEL: None FAX: None	Mark Company 2288 Batavia St. Orange, CA 92865 TEL: 714-685-3462 FAX: 714-685-3473
316008	STREET LIGHTING CONDUIT INSTALL ONLY UNIT 2 WO No. L1449419 Contract No. C-126998	R. Shackleton	Multiple Los Angeles, CA 90021 TEL: None FAX: None	City of Los Angeles 1149 S. Broadway, Suite 200 Los Angeles, CA 90015 TEL: 213-847-1816 FAX: 213-847-1851
316010	BRAND BLVD & GARDENA AVE & ADJACENT STREETS SEWER MAIN AND STREET IMPROVEMENT Subcontract no. 8868 Job No. 5305	D. Hopkins	San Fernando & S. Brand Glendale, CA 91204 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
316012	NEWPORT WIDENING FROM 30TH ST TO VIA LIDO Subcontract No. 263-16-03	D. Hopkins	Newport Blvd. & 30th St. Newport Beach, CA 92663 TEL: None FAX: None	GMC Engineering, Inc. 1401 Warner Ave., Suite B Tustin, CA 92780 TEL: 714-247-1040 FAX: 714-247-1041

316014	DEL LAGO Subcontract No. N/A	S. Latham	1500 Pacific Coast Hwy Wilmington, CA 90744 TEL: None FAX: None	Advent Companies 33302 Valle Rd., Suite 125 San Juan Capistrano, CA 92675 TEL: 949-813-4835 FAX: None
316016	HILTON GARDEN INN DU Job No. 140013	S. Latham	401 S. San Fernando Burbank, CA 91502 TEL: None FAX: None	Driver Urban, LLC 468 N. Rosemead Blvd. Pasadena, CA 91107 TEL: 949-340-4150 FAX: None
316018	LAX RUNWAY 7L-25R SAFETY AREA IMPROVEMENTS AND Subcontract No. A1202-SC04	D. Hopkins	1 World Way Los Angeles, CA 90045 TEL: None FAX: None	Royal Electric 8481 Carbide Court Sacramento, CA 95828 TEL: 310-925-6922 FAX: 916-226-2150
316019	CITY OF LOS ANGELES ALAMEDA & CLARK B PERMIT Purchase Order No. 6846	S. Latham	Intersection of Alameda & Clark Los Angeles, CA 90021 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
316021	CALTRANS RIVERSIDE Contract No. 08-0G7804 Federal Project No. ACNHPI-215-1(239)E	K. Stauffer	Route 215 Fwy Multiple, CA 99999 TEL: None FAX: None	Caltrans 1727 30th Str., MS-43 Sacramento, CA 95816-8041 TEL: 916-227-6299 FAX: 916-227-6282
316022	TRAFFIC SIGNAL IMPROVMENTS AT PCH & CRYSTAL LANT Purchase Order No. 160386 DIR Project ID 76942	D. Hopkins	PCH & Crystal Lantern Dana Point, CA 92629 TEL: None FAX: None	City of Dana Point 33282 Golden Lantern St. Dana Point, CA 92629 TEL: 949-248-3574 FAX: 949-234-2826
316023	CALTRANS ORANGE COUNTY Contract No. 12-0N78U4 Federal Project No. ACNHP-X059(067)E	K. Stauffer	Multiple Locations in OC Multiple, CA 99999 TEL: None FAX: None	Caltrans 1727 30th Str., MS-43 Sacramento, CA 95816-8041 TEL: 916-227-6299 FAX: 916-227-6282
316024	LAX WEST AIRPORT MAINTENANCE AREA Purchase Order No. 161608 Royal Electric Job No. A1171	D. Hopkins	1 World Way Los Angeles, CA 90045 TEL: None FAX: None	Royal Electric Co. 8481 Carbide Court Sacramento, CA 90045 TEL: 310-925-6922 EMAIL: victoria@royalelect.com

316025	USC - JILL & FRANK FERTITTA HALL Subcontract No. 2112-00.412	R. Shackleton	601 Exposition Blvd. Los Angeles, CA 90089 TEL: None FAX: None	Hathaway Dinwiddie 811 Wilshire Blvd., Suite 1500 Los Angeles, CA 90017-2632 TEL: 213-369-9092 FAX: None
316026	SANTA MONICA STREET LIGHTING REPAIR & INSTALLATION SERVICES Contract No. 4135(CCS)	D. Hopkins	Citywide Santa Monica, CA 90404 TEL: None FAX: None	City of Santa Monica 2500 Michigan Ave. Santa Monica, CA 90404 TEL: 310-458-8500 FAX: 310-998-3290
316028	EXPO BIKE PATH CODE BLUE PHONE & CAMERA INSTALL Subcontract No. 4144 SP2432	D. Hopkins	Olympic Blvd & Stewart St. Santa Monica, CA 90404 TEL: None FAX: None	City of Santa Monica 1437 4th St., Suite 300 Santa Monica, CA 90401 TEL: 310-458-2201 x5385 EMAIL: hany.demitri@smgov.net
316030	CORONA DEL MAR ENTRY ENHANCEMENT Purchase Order No. 5701	D. Hopkins	PCH & Carnation Ave. Newport Beach, CA 92625 TEL: None FAX: None	All American Asphalt 440 E. Sixth Street Corona, CA 92878 TEL: 951-736-7600 FAX: 951-739-4671
316045	DANA POINT MISC. TS REPAIRS & IMPROVEMENTS FY 2016/17 Various Locations	D. Hopkins	Various Locations Dana Point, CA 92629 TEL: None FAX: None	The City of Dana Point 33282 Golden Lantern St. Dana Point, CA 92629 TEL: 949-248-3574 FAX: 949-234-2826
316047	SE PIPELINE - CTLSU3 WORK AREA 10 PO# PAV20191 JOB# 5154	R. Shackleton	Burbank & Whitsett Los Angeles, CA 90021 TEL: None FAX: None	SE Pipeline Construction 11832 Bloomfield Ave. Santa Fe Springs, CA 90670 TEL: 562-789-8800 FAX: 562-789-5595
316048	VAN NESS & SUNSET BLVD B-PERMIT Job No. 5374 Subcontract No. 8994	D. Hopkins	Sunset Blvd & N. Van Ness Ave. Los Angeles, CA 90028 TEL: None FAX: None	Excel Paving Company P.O. Box 16405 Long Beach, CA 90806 TEL: 565-599-5841 FAX: 562-591-7485
316050	7 SIGNAL MODS - 4 NEW SIGNALS Contract No. C-127925 Job No(s). E1907741, L1402799, L1102768 (HSIP/SAFETEA-LU)	R. Shackleton	Various Locations Los Angeles, CA 90021 TEL: None FAX: None	City of Los Angeles, DOT 100 S. Main Street, 9th Floor Los Angeles, CA 90012 TEL: None FAX: 213-972-5013
316052	PD HARBOR DIVISION/INSTALL CONDUIT	D. Hopkins		Excel Paving Company

	Job No. 5383 Subcontract No. 9017		2175 John S. Gibson Blvd. Los Angeles, CA 90731 TEL: None FAX: None	P.O. Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
316054	WILSHIRE & LA CIENEGA TEMP N/W CORNER	S. Latham	Wilshire & La Cienega Los Angeles, CA 90211 TEL: None FAX: None	VCI Construction, LLC 1921 W. Eleventh St. Upland, CA 91786 TEL: 562-599-5841 FAX: 562-591-7485
316057	SUN VALLEY - N. HOLLYWOOD SERIES TO MULTIPLE HIGH VOLTAGE CONVERSION FY 2015-16 Contract No. C-128028 WO No. L1649427	R. Shackleton	Various - Los Angeles Sun Valley Area Los Angeles, CA 90021 TEL: None FAX: None	City of Los Angeles, Bureau of Street Lighting 1149 S. Broadway, Suite 200 Los Angeles, CA 90015 TEL: 213-847-1816 FAX: 213-847-1851
316058	CENTRAL CITY EAST ADAPTIVE TRAFFIC CONTROL SYSTEM (ATCS) Contract No. C-127985 Project No. E1907952	R. Shackleton	Various Locations Los Angeles, CA 90021 TEL: None FAX: None	City of Los Angeles 100 S. Main Street Suite 900 Los Angeles, CA 90012 TEL: 626-255-4592 FAX: None
316059	MAR VISTA SERIES TO MULTIPLE (STM) HIGH VOLTAGE CONVERSION FY 2015-16 Contract No. C-128029 Project No. L1649423	D. Hopkins	Federal Ave. & W. Charnock Rd. Los Angeles, CA 90066 TEL: None FAX: None	City of Los Angeles, Bureau of Street Lighting 1149 S. Broadway, Suite 200 Los Angeles, CA 90015 TEL: 626-255-4592 FAX: None
316062	RESEDA - ARLETA SERIES TO MULT (STM) HIGH VOLTAGE CONVERSION FY 2015-16 Contract No. C128054 Project No. L1649424	S. Latham	Multiple Locations Los Angeles, CA 91335 TEL: None FAX: None	The City of Los Angeles, Bureau of Street Lighting 1149 S. Broadway, Suite 200 Los Angeles, CA 90015 TEL: 213-847-1816 FAX: 213-847-1851
316064	GRAND AVE & 11TH STREET Subcontract No. 9077 Job No. 5406	D. Hopkins	S. Grand Ave. & W. 11th Street Los Angeles, CA 90015 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
316070	2016-17 CONSTRUCT S/L U/G CONDUIT SYSTEM & RELATED SUBSTRUCTURE IMPROV Bid Schedule No. 1390 Purchase Order No. 148429 (ORIGINAL JOB NO. 314091 / ALSO SEE 315084)	D. Hopkins	Multiple Burbank, CA 91510 TEL: None FAX: None	City of Burbank 164 W. Magnolia Blvd. Burbank, CA 91502 TEL: 818-238-3570 FAX: 818-238-3594
316074	WESTCHESTER - PLAYA DEL REY SERIES TO MULTIPLE (STM) HIGH VOLTAGE	D. Hopkins		The City of Los Angeles, Bureau of Street Lighting

	CONVERSION FY 2015-16 Contract No. C-128332 WO No. L1649421		La Tijera Blvd. & Thornburn St. Los Angeles, CA 90045 TEL: None FAX: None	1149 S. Broadway, Suite 200 Los Angeles, CA 90015 TEL: 213-847-1816 FAX: 213-847-1851
316075	7TH & SANTA FE Contract No. TBD	D. Hopkins	2060 E. 7th St. Los Angeles, CA 90021 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
316077	YMCA - OHIO AVE Purchase Order No. S13661-01-14	R. Shackleton	Ohio Ave. Westgate Ave. Los Angeles, CA 90025 TEL: None FAX: None	Oltmans Construction 10005 Mission Mill Rd. Whittier, CA 90601 TEL: 562-948-4242 EMAIL: anjanab@oltmans.com
316082	LAX PARKING GARAGE ELEVATOR UPGRADES AROUND P5 J&MCC Job No. 15027	S. Latham	1 World Way Los Angeles, CA 9045 TEL: None FAX: None	J&M Concrete Contractors 749 N. Poplar St. Orange, CA 92868 TEL: 714-612-5053 FAX: None
316088	GRIDSMART - WESTFIELD SANTA CLARITA Contract No. CON_0001	R. Shackleton	Westfield Mall Santa Clarita, CA 91355 TEL: None FAX: None	Westfield 2049 Centurty Park East, 41st Floor Los Angeles, CA 90067 TEL: 310-445-2447 FAX: None
316090	CONSTELLATION BLVD. / AVE. OF THE STARS, CENTURY CITY Purchase Order No. T200000088 Job No. 20607P54	S. Latham	Federal Ave. & W. Charnock Rd Los Angeles, CA 90066 TEL: None FAX: None	VCI Construction, LLC 1921 West Eleventh St. Upland, CA 91786 TEL: 909-949-1350 FAX: None
316094	CALTRANS HIGHWAY 1 Contract No. 12-0M4704 Federal Project No. ACHSNH-P001(614)E	K. Stauffer	Multiple Locations in HB Multiple, CA 99999 TEL: None FAX: None	Caltrans 1727 30th Str=., MS-43 Sacramento, CA 95816-8041 TEL: 916-227-6299 FAX: 916-227-6282
316097	2016 CORONA ATMS MAINTENANCE SERVICES PO# B170471	D. Hopkins	Multiple Corona, CA 92882 TEL: None FAX: None	City of Corona 440 S. Vicentia Ave., Suite 210 Corona, CA 92882 TEL: 951-279-3664 FAX: 951-736-2445
316098	SAFE ROUTES TO SCHOOL ENHANCEMENTS FOR MONTE VISTA ELEMENTARY Project No. 16-6873	D. Hopkins	W. McFadden Ave. & S. Raitt St.	City of Santa Ana 20 Civic Center Plaza

			Santa Ana, CA 92704 TEL: None FAX: None	Santa Ana, CA 92701 TEL: 714-647-5076 FAX: 714-647-5058
316099	DISNEYLAND RESORT - EASTERN GATEWAY HARBOR BRIDGE Subcontract No. 3175-16-104	D. Hopkins	S. Clementine St. & Disney Way Anaheim, CA 92802 TEL: None FAX: None	Flatiron West, Inc. 1770 La Costa Meadows Dr. San Marcos, CA 92078 TEL: 760-916-9100 FAX: 760-916-9101
316103	YUCCA & ARGYLE (THE ARGYLE HOTEL) Job No. 5317 Subcontract No. 9127	S. Latham	1800 Argyle Ave. Los Angeles, CA 90065 TEL: None FAX: None	Excel Paving 1770 La Costa Meadows Dr. San Marcos, CA 92078 TEL: 760-916-9100 FAX: 760-916-9101
316999	2016-17 INDIRECT JOB COST - TRANSPORTATION	K. Stauffer	N/A	N/A
316104	BURBANK MALL ENTRANCE SIGNAL Project No. 3969	R. Shackleton	1520 N. Victory Place Brubank, CA 91504 TEL: None FAX: None	JM Stitt Construction, Inc. 3165 Palisades Dr. Corona, CA 92880 TEL: 951-271-3440 FAX: 951-271-3458
317005	2017 SMALL NON-CERTIFIED TRANSPORTATION JOBS	D. Hopkins	N/A	N/A
317006	SOUTH PARK - PICO STATION IMPROVEMENTS Subcontract No. 10607.1002	S. Latham	Flower betw. Pico & 12th St. Los Angeles, CA 90015 TEL: None FAX: None	Griffith Company 3050 E. Birch St. Brea, CA 92821 TEL: 714-334-4941 FAX: 562-929-1128
317013	KAISER LA HABRA MEDICAL OFFICE BUILDING Subcontract No. 15055070-056	D. Hopkins	Imperial Hwy & S. Leslie St. La Habra, CA 90631 TEL: None FAX: None	Swinerton Builders 17731 Mitchell North, Suite 200 Irvine, CA 92614 TEL: 949-622-7000 FAX: 949-477-3085
317015	GLENDALE LOS FELIZ & GARDENA Subcontract No. 9158 Job No. 5394	D. Hopkins	W. Los Feliz Rd. & Gardena Ave. Glendale, CA 91204 TEL: None FAX: None	Excel Paving Company PO Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
317022	SANTA MONICA STREET LIGHTING REPAIR & INSTALLATION SERVICES Purchase Order No. 28183	D. Hopkins	Citywide Santa Monica, CA 90404 TEL: None FAX: None	City of Santa Monica 2500 Michigan Ave. Santa Monica, CA 90404 TEL: 310-458-8500 FAX: 310-998-3290

317024	6TH & VIRGIL - OFFSITE SIGNALIZATION & STREET LIGHTING Subcontract No. N/A	R. Shackleton	6th St. & Virgil Los Angeles, CA 90021 TEL: None FAX: None	O.L. Development 2923 Thornton Ave. Burbank, CA 91504 TEL: 818-783-9800 FAX: 818-783-9802
317025	DIVCO WEST - EL SEGUNDO STREET IMPROVEMENTS Subcontract No. B16035-00-001 DPR Job No. D1-B16035-00	D. Hopkins	300 N. Sepulveda Blvd. El Segundo, CA 90245 TEL: None FAX: None	DPR Construction 4665 MacArthur Court, Suite 100 Newport Beach, CA 92660 TEL: 949-955-3771 EMAIL: saras@dpr.com
317026	1ST & MAIN CONDUIT RELOCATION Subcontract No. 28767.01	R. Shackleton	1st & Main Los Angeles, CA 90001 TEL: None FAX: None	All American Asphalt PO Box 2229 Corona, CA 92878 TEL: 951-736-7600 FAX: 951-736-7646
317036	LOS ANGELES LAKERS HEADQUARTERS Subcontract No. 15014-050	S. Latham	2275 East Mariposa Ave. Los Angeles, CA 90245 TEL: None FAX: None	Morley Construction Company 3330 Ocean Park Blvd. Santa Monica, CA 90405 TEL: 310-399-1600 FAX: None
317038	HOLLYWOOD BLVD & ST ANDREWS PLACE OFFSITE SIGNALIZATION, STREET LIGHTING, & SIGNAGE / STRIPING Subcontract No. N/A	R. Shackleton	Hollywood Blvd. & St. Andrews Place Los Angeles, CA 90021 TEL: None FAX: None	O.L. Development 2923 Thornton Ave. Burbank, CA 91504 TEL: 818-783-9800 FAX: 818-783-9802
317039	MONTANA AVENUE TRAFFIC SIGNAL UPGRADE Purchase Order No. 426741OP	D. Hopkins	Montana Ave. & 7th St. Santa Monica TEL: None FAX: None	City of Santa Monica 1685 Main St., Rm 115 Santa Monica, CA 90401 TEL: 310-458-4982 EMAIL: andrew.maximous@smgov.net
317041	HSIP - RRFB AND SFS Contract No. C-129205 WO No. L0602698, L1402800 & L1302793	R. Shackleton	Multiple Locations Los Angeles, CA TEL: None FAX: None	City of Los Angeles 100 S. Main St., 9th Floor Los Angeles, CA 90021 TEL: 626-255-4592 FAX: None
317050	PASEO WESTPARK / WARNER AVE TRAFFIC SIGNAL IMPROVEMENTS CIP# 331501 Bid No. 17-1215 Federal Project No. HSIPL-5410(082)	D. Hopkins	Paseo Westpark & Warner Ave. Irvine, CA 92606 TEL: None FAX: None	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 TEL: 949-724-7559 FAX: 949-724-7517

317056	CITY OF CYPRESS CONTROLLERS CHANGE OUT Purchase Order No. 2017-00000803	S. Lahtam	Multiple Cypress, CA 90630 TEL: None FAX: None	City of Cypress 5275 Orange Ave. Cypress, CA 90630 TEL: 714-229-6700 FAX: None
317057	HMRI BIOMEDICAL RESEARCH BUILDING - CONGRESS ST & FAIR OAKS AVE R&S Job No. 02001.103191	S. Lahtam	Congress St. & Fair Oaks Ave. Pasadena, CA 91101 TEL: None FAX: None	Rudolph & Sletten 16851 Hale Ave. Irvine, CA 92606 TEL: 949-252-1919 FAX: 949-252-1593
317063	CENTRAL BUSINESS DISTRICT ADAPTIVE TRAFFIC CONTROL SYSTEM (ATCS) WO No. E1909089 Contract No. C-129230	R. Shackleton	Multiple Los Angeles, CA 90021 TEL: None FAX: None	City of Los Angeles Multiple Los Angeles, CA 90021 TEL: 626-255-4592 FAX: None
317065	WILSHIRE GRAND HOTEL Subcontract No. TBD	K. Stauffer	930 Wilshire Blvd Los Angeles, CA 90017 TEL: None FAX: None	Comet Electric, Inc. 21625 Prairie St. Chatsworth, CA 91311 TEL: 818-280-5709 FAX: 818-340-4033
317073	TRAFFIC SIGNAL MODIFICATION AND CURB RAMP REPLACEMENT W. OLYMPIC BLVD / BEVERWIL DR / BEVERLY DR Contract No. 221-17	S. Latham	Multiple Beverly Hills, CA 90210 TEL: None FAX: None	City of Beverly Hills 345 Foothill Rd. Beverly Hills, CA 90210 TEL: 310-285-2473 FAX: 310-278-1838
317079	DANA POINT MISC TRAFFIC SIGNAL REPAIRS & IMPROVEMENTS CITYWIDE FY 2017/18 Contract No. N/A	D. Hopkins	Various Locations Dana Point, CA 92629 TEL: None FAX: None	The City of Dana Point 33282 Golden Lantern St. Dana Point, CA 92629 TEL: 949-248-3574 FAX: 949-234-2826
317091	LA MIRADA BLVD CORRIDOR TRAFFIC SIGNAL UPGRADES Project No. 2015-14	S. Latham	Various Locations La Mirada, CA 90638 TEL: None FAX: None	City of La Mirada 13700 La Mirada Blvd. La Mirada, CA 90638 TEL: 562-943-0131 FAX: 562-943-1464
317092	ARROW ROUTE STREET LIGHTS & FIBER OPTIC CONDUIT Contract No. 17-134	D. Hopkins	Arrow Route & Helms Ave. Rancho Cucamonga, Ca 91730 TEL: None FAX: None	City of Rancho Cucamonga 10500 Civic Center Dr. Rancho Cucamonga, CA 91729 TEL: 909-477-2700 FAX: 909-477-2849
317097	BEACH BLVD MONUMENT & WAYFINDING SIGN ELECTRICAL &	D. Hopkins		City of Buena Park

	COMM INSTALLATION CONTRACT NO. 17-28		Beach Blvd & La Palma Ave. Buena Park, CA 90620 TEL: None FAX: None	6650 Beach Blvd. Buena Park, CA 90622 TEL: 714-562-3689 FAX: 714-562-3677
317098	CALTRANS - SAN DIEGO/RIVERSIDE COUNTY Contract No. 08-0G7704 Federal Project No. ACIM-015-1(244)E	R. Duncan	From San Diego Cty to Riv Cty at 15/91 Corona, CA 92877 TEL: None FAX: None	Caltrans 1727 30th St., MS-43 Sacramento, CA 95816 TEL: 916-227-6299 FAX: 916-227-6282
317105	PEDESTRIAN & BIKE PATH SAFETY Subcontract No. 29359.04	R. Shackleton	Temple City Blvd. from El Camino Ave. to Ellis Lane Temple City, CA 91780 TEL: None FAX: None	All American Asphalt P.O. Box 2229 Corona, CA 92878 TEL: 951-736-7600 FAX: 951-736-7646
317110	BROADSTONE FAIRFAX Subcontract No. N/A	R. Shackleton	Fairfax Ave. at Olympic Blvd. Los Angeles, CA 90021 TEL: None FAX: None	O.L. Development 2923 Thornton Ave. Burbank, CA 91504 TEL: 818-783-9800 FAX: 818-783-9802
317117	BASE LINE & TUOLUMNE IMPROVEMENTS PROJECT Subcontract No. 29359.03	S. Lathum	Base Line & Tuolumne Highland, CA 92346 TEL: None FAX: None	All American Asphalt P.O. Box 2229 Corona, CA 92878 TEL: 951-736-7600 FAX: 951-736-7646
317126	1400 FIGUEROA Subcontract No. 2048	R. Shackleton	1400 S. Figueroa St. Los Angeles, CA 90015 TEL: None FAX: None	Fassberg Contracting Corporation 17000 Ventura Blvd., Ste. 200 Encino, CA 91316 TEL: 818-386-1800 FAX: 818-784-5600
317129	BECKMAN BUSINESS CENTER OFFSITES LAMBERT Subcontract No. 17114-007	D. Hopkins	4300 N. Harbor Blvd. La Habra, CA 90631 TEL: None FAX: None	Oltmans Construction Co. 10005 Mission Mill Rd. Whittier, CA 90601 TEL: 562-948-4242 FAX: 562-695-9267
317131	21425 VANOWEN ST Subcontract No. 17-3053-017	K. Stauffer	21425 Vanowen St Canoga Park, CA 91303 TEL: None FAX: None	Cobalt Construction Co. 2259 Ward Ave., Ste. 200 Simi Valley, CA 93065 TEL: 805-577-6222 FAX: 805-577-8222
317134	GAFFEY & 9TH - STARBUCKS Subcontract No. 60797-025	R. Shackleton	682 W. 9th St.	KDC Construction 1442 E. Lincoln Ave. #334

			San Pedro, CA 90731 TEL: None FAX: None	Orange, CA 92865 TEL: 714-632-6717 FAX: 714-282-0278
317135	2016 CONSTRUCT S/L U/G CONDUIT SYSTEM & RELATED SUBSTRUCTURE IMP Bid Schedule No. 1390 <i>(ORIGINAL JOB NO. 314091 / ALSO SEE 315084 & 316070)</i>	D. Hopkins	Multiple Burbank, CA 91510 TEL: None FAX: None	City of Burbank 164 W. Magnolia Blvd. Burbank, CA 91502 TEL: 818-238-3570 FAX: 818-238-3594
317144	LAX 25R RECONSTRUCTION Purchase Order No. 178098	D. Hopkins	5450 W. 111th St. Los Angeles, CA 90045 TEL: None FAX: None	Royal Electric 8481 Carbide Court Sacramento, CA 95828 TEL: 310-925-6922 FAX: 916-226-2150
317156	CORONA ATMS MAINTENANCE SERVICES 2017-18 Purchase Order No. B180571	D. Hopkins	Citywide Corona, CA 92882 TEL: None FAX: None	City of Corona 440 S. Vicentia Ave., Suite 210 Corona, CA 92882 TEL: 951-279-3664 FAX: 951-736-2445
318003	ANZA AVE REHABILITATION (190TH TO DEL AMO) I-144 Subcontract No. 623216 SM JOB# 10197224	S. Latham	Anza Ave. & Halison St. Torrance, CA 90503 TEL: None FAX: None	Sully-Miller Contracting 135 S. State College Blvd., Ste 400 Brea, CA 92821 TEL: 714-578-9508 FAX: 714-713-2908
318005	2018 SMALL NON-CERTIFIED TRANSPORTATION JOBS	D. Hopkins	N/A	N/A
318008	STREET IMPROVEMENTS FOR ARROYO WAY Subcontract No. TBD	D. Hopkins	Arroyo St. & School St. Yorba Linda, CA 92886 TEL: None FAX: None	GMC Engineering, Inc. 1401 Warner Ave., Ste. B Tustin, CA 92780 TEL: 714-247-1040 FAX: 714-247-1041
318009	DAISY - MYRTLE BICYCLE BLVDS Subcontract No. 627676 SM Job# 10194292	D. Hopkins	Myrtle Ave. & E. Artesia Blvd. Long Beach, CA 90805 TEL: None FAX: None	Sully-Miller Contracting 135 S. State College Blvd., Ste 400 Brea, CA 92821 TEL: 714-578-9600 EMAIL: chris.mauldin@sully-miller.com
318012	POLA - Alameda St. & Dispatch Driveway Traffic Signal (1171	R. Shackleton	Alameda St. & Dispatch Driveway Wilmington, CA 90744 TEL: None FAX: None	Dynaelectric 4462 Corporate Center Dr. Los Alamitos, CA 90720 TEL: 714-828-7000 FAX: 714-484-2385
318023	OC 405 PARTNERS JV	K. Stauffer		OC 405 Partners JV

	Subcontract No. 320		I-405/73 Interchange to I-405/605 Various, CA 92626 TEL: None FAX: None	3100 Lake View Dr., Ste 200 Santa Ana, CA 92704 TEL: 858-251-2242 FAX: N/A
318028	REPAIR WORK AT CULVER & DUQUESNE Contract No. TBD	S. Latham	Culver & Duquesne Culver City, CA 90232 TEL: None FAX: None	Penhall Company 1801 Penhall Way Anaheim, CA 92801 TEL: 714-772-6450 FAX: 714-999-1715
318027	LUCAS MUSEUM OF NARRATIVE ART Contract No. 2076-00	R. Shackleton	3800 S. Vermont Avenue Los Angeles, CA 90037 TEL: None FAX: None	Hathaway Dinwiddie Construction Company 8110 Wilshire Blvd. Los Angeles, CA 90017 TEL: 213-593-0393 FAX: N/A
318033	CHANDLER BLVD. & BLAKESLEE STREET LIGHTING Contract No. TBD	K. Stauffer	Chandler Blvd. & Blakeslee Los Angeles, CA 91601 TEL: None FAX: None	O.L. Development 2923 Thornton Avenue Burbank, CA 91504 TEL: 818-783-9800 FAX: 818-783-9802
318037	WASHINGTON & OVERLAND Contract No. 2071	K. Stauffer	10601 W. Washington Blvd. Los Angeles, CA 90232 TEL: None FAX: None	O.L. Development 2923 Thornton Avenue Burbank, CA 91504 TEL: 818-783-9800 FAX: 818-783-9802
318055	LA DIAMOND & FREEMONT CONDUIT PO No. 200	R. Shackleton	Diamond Ave. & Freemont St. Los Angeles, CA 90012 TEL: None FAX: None	Mike Prlich & Sons, Inc. 5103 Elton St. Baldwin Park, CA 90015 TEL: 626-813-1700 FAX: 626-813-1770
318056	CALTRANS ORTEGA HWY EMERGENCY WORK Contract No. 12-0R5504	K. Stauffer	Route 74 @ La Novia San Juan Capistrano, CA 92675 TEL: None FAX: None	Caltrans Maintenance Engineering 1750 East 4th Street Santa Ana, CA 92705 TEL: 657-328-6228 FAX: None
318057	INSTALLATION OF SERVICE PEDESTALS AT DANA POINT HARBOR & PARK LANTERN FY 18/19 Purchase Order No. 190054	D. Hopkins	Dana Point Harbor Blvd & Park Lantern Dana Point, CA 92629 TEL: None FAX: None	City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 TEL: 949-248-3574 FAX: None
318058	SERVICES FOR MISC TS REPAIRS & IMPROVEMENTS CITYWIDE FOR FY 2018/19 Purchase Order No. 190162	D. Hopkins	Multiple	City of Dana Point 33282 Golden Lantern

			Dana Point, CA 92629 TEL: None FAX: None	Dana Point, CA 92629 TEL: 949-248-3574 FAX: None
318061	FURNISH & INSTALL AUDIBLE PEDESTRIAN PUSH BUTTONS AT DEL OBISPO ST & VILLAGE RD Purchase Order No. 190163	D. Hopkins	Del Obispo St. & Village Rd Dana Point, CA 92629 TEL: None FAX: None	City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 TEL: 949-248-3574 FAX: None
318062	SANTA MONICA STREET LIGHTING REPAIR & INSTALLATION SERVICES 2018-19 Contract No. 4446(CCS)	D. Hopkins	Citywide Santa Monica, CA 90404 TEL: None FAX: None	City of Santa Monica 2500 Michigan Ave., Bldg 8 Santa Monica, CA 90404 TEL: 310-458-2201 x5002 FAX: None
318064	UPTOWN NEWPORT Contract No. N/A	D. Hopkins	4311 Jamboree Rd. Newport Beach, CA 92660 TEL: None FAX: None	Mark Company 288 N. Batavia St. Orange, CA 92865 TEL: 714-685-3462 x137 FAX: 714-685-0516
318070	FOUNTAIN AVENUE INTERSECTION IMPROVMENTS Contract No. N/A	D. Hopkins	Fountain Ave. & Havenhurst Dr. West Hollywood, CA 90046 TEL: None FAX: None	City of West Hollywood 8300 Santa Monica Blvd West Hollywood, CA 90069 TEL: 323-848-6507 FAX: None
318073	RANCHO PALOS VERDES FIBER REPAIR Contract No. TBD	R. Shackleton	Western & Caddington Rancho Palos Verdes, CA 90275 TEL: None FAX: None	Colich & Sons LP 547 W. 140th St. Gardena, CA 90248 TEL: 310-516-6346 FAX: 310-329-1532
318081	PVC CONDUIT, MATERIAL & INSTALL (OPTION #3 ON 315108) Contract No. 59665	R. Shackleton	Multiple Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 111 E. 1st Street, Room 110 Los Angeles, CA 90012 TEL: 213-978-3178 FAX: 213-928-9511 or 9513
318086	LACMTA SOUTHWEST YARD - TRANSPORTATION - 115091	S. Latham	5630 Arbor Vitae Street Los Angeles, CA 90045 TEL: None FAX: None	Dynaletric 4462 Corporate Center Dr Los Alamitos, CA 90720 TEL: 714-236-2214 FAX: 714-484-2304
318088	9919 JEFFERSON OFFICE TRAFFIC SIGNAL Project# 20170181-030	R. Shackleton	Jefferson Blvd. & Private Dr. Culver City, CA 90232	Del Amo Construction 23840 Madison St. Torrance, CA 90505

			TEL: None FAX: None	TEL: 310-508-0597 FAX: 310-378-4663
318089	TEMP SOLAR WAY & CONSTELLATION PO# 2001234 Federal Project# ACHSSTG-P001(644)E	S. Latham	Solar Way & Constellation Los Angeles, CA 90066 TEL: None FAX: None	VCI Construction, Inc. 1921 West Eleventh St. Upland, CA 91786 TEL: 909-949-1350 FAX: None
318092	TRAFFIC CALMING MEASURES FOR TRAFFIC EXITING THE Subcontract No. 10205166-716925	R. Shackleton	Broadway & Magnolia Long Beach, CA 90802 TEL: None FAX: None	Sully-Miller Contracting 135 S. State College Blvd, Ste. 400 Brea, CA 92821 TEL: 714-578-9600 FAX: 714-578-2850
318093	STREET IMPROVEMENTS OF BROADWAY & 3RD ST BETW Subcontract No. 10204936-716727	R. Shackleton	Broadway & Magnolia Long Beach, CA 90802 TEL: None FAX: None	Sully-Miller Contracting 135 S. State College Blvd, Ste. 400 Brea, CA 92821 TEL: 714-578-9600 FAX: 714-578-2850
318111	2ND ST WIDENING AT I-15 NB INTERSECTION Subcontract No. 30779.02	R. Duncan	2nd St & I-15 NB Off Ramp Norco, CA 99999 TEL: None FAX: None	All American Asphalt PO Box 2229 Corona, CA 92878 TEL: 951-736-7600 FAX: 951-739-4671
318115	BAYSIDE DR. & JAMBOREE RD / MARINE AVE IMPROVEMEN Subcontract No. TBD	D. Hopkins	Bayside Dr. & Jamboree Rd. Newport Beach, CA 92660 TEL: None FAX: None	GMC Engineering, Inc. 1401 Warner Ave., Suite B Tustin, CA 92780 TEL: 714-247-1040 FAX: 714-2471-1041
318119	JEFFERSON AVE - MURRIETA Purchase Order No. 157-Dyna	R. Shackleton	Jefferson Ave. / Date St. to Cherry St. Murrieta, CA 92562 TEL: None FAX: None	Smithson Electric Inc. 1938 E. Katella Ave. Orange, CA 92867 TEL: 714-997-9556 FAX: 714-997-9559
319001	CORONA ATMS MAINTENANCE SERVICES 2018-19 <i>(formerly</i> : D. Hopkins Contract No. TBD		Citywide Corona, CA 92882 TEL: None FAX: None	City of Corona 440 S. Vicentia Ave., Suite 210 Corona, CA 92882 TEL: 951-279-3664 FAX: 951-736-2445
319002	FO REPAIR NEAR ANAHEIM STADIUM Contract No. TBD	D. Hopkins	Santa Ana River Trail Santa Ana, CA 92806 TEL: None	T.E. Roberts, Inc. 306 W. Katella Ave., Suite B Orange, CA 92867 TEL: 714-669-0072

			FAX: None	FAX: 714-20-0241
319007	SESNON & MASON TS PORTER RANCH Contract No. TBD	R. Shackleton	Seson & Mason Porter Ranch, CA 91326 TEL: None FAX: None	Toll Brothers, Inc. 11280 Corbin Ave. Northridge, CA 91326 TEL: 818-332-7240 FAX: 818-332-7234
319009	ROOSEVELT HIGH SCHOOL E STEM ACADEMY - INCREMEN Contract No. N/A	R. Duncan	7447 Scholar Way Eastvale, CA 92860 TEL: None FAX: None	Bravo Concrete Construction Services, Inc. 681 W. La Cadena Dr. Riverside, CA 92501 TEL: 951-680-9009 FAX: 951-680-9028
319017	ADA SIGNAL MODIFICATIONS AT STONEHILL & DEL OBISPO Purchase Order No. 190246	D. Hopkins	Del Obispo & Stonehill Dr. Dana Point, CA 92629 TEL: None FAX: None	City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 TEL: 949-248-3574 FAX: 949-234-2826
319027	IRWD EMERGENCY REPAIR Contract No. TBD	D. Hopkins	Pacific Pines Dr. & Newport Coast Dr. Newport Beach, CA 92657 TEL: None FAX: None	Paulus Engineering, Inc. 2871 E. Coronado St. Anaheim, CA 92806 TEL: 714-632-3975 FAX: None
319040	DEVILS GATE DAM Contract No. 10696.1005	S. Latham	210 Fwy & Oak Grove Pasadena, CA 91103 TEL: None FAX: None	Griffith Company 12200 Bloomfield Ave. Santa Fe Springs, CA 90670 TEL: 714-318-8288 FAX: None
319051	LA HONDA - MARTIN LUTHER KING BLVD & HOOVER ST. Contract No. N/A	R. Shackleton	740 W. Martin Luther King Jr. Blvd. Los Angeles, CA 90037 TEL: None FAX: None	Teamwrkx Construction 1855 Park Ave. San Jose, CA 95126 TEL: 310-220-2345 FAX: 408-287-2800
319052	CULVER ON-CALL STREET LIGHT STANDARD REPAIR/REPL Contract No. 31600125A3	S. Latham	Multiple Culver City, CA 90232 TEL: None FAX: None	City of Culver City Public Works 9770 Culver Blvd. Culver City, CA 90232 TEL: 310-253-6444 FAX: 310-253-6430
319058	LAMTA ELECTRIC BUS CHARGING STATION DIVISION 8 PO# DLA-0520190001	K. Stauffer	9201 Canoga Ave. Chatsworth, CA 91311 TEL: None FAX: None	YKTG, LLC One Gateway Center, Suite 2600 Newark, NJ 07102 TEL: 703-232-7143 FAX: None

319063	WATT COMMUNITIES AT ENTRADA, LLC Tract No. 73075	R. Shackleton	13245 Hubbard St. Sylmar, CA 91342 TEL: None FAX: None	WC Development Services, Inc. 2716 Ocean Park Blvd., Suite 2025 Santa Monica, CA 90405 TEL: 310-699-3460 FAX: None
319070	SERVICES FOR MISC TS REPAIRS & IMPROVEMENTS CITYWIDE FOR FY 2019/20 Purchase Order No. 200092 DIR Project ID 300095	R. Hermocillo	Multiple Dana Point, CA 92629 TEL: None FAX: None	City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 TEL: 949-248-3574 FAX: None
319076	UPTOWN COMMONS Subcontract No. SC-1132-524-003	S. Latham	6600 & 6614 Atlantic Ave. Long Beach, CA 90810 TEL: None FAX: None	CM Corp 27075 Cabot Rd., Suite 114 Laguna Hills, CA 92653 TEL: 949-292-6462 FAX: 949-305-8844
319080	CALTRANS EMERGENCY WORK 08-1C64A4 Contract No. 08-1C64A4	R. Hermocillo	3873 Pyrite Street Jurupa Valley, CA 92509 TEL: None FAX: None	Caltrans 3873 Pyrite Street Jurupa Valley, CA 92509 TEL: 951-232-6293 FAX: None
319086	S. HIGHLAND AVE AT CYPRESS TRAFFIC SIGNAL PROJECT Bid No. SB-105-DE-19	R. Shackleton	Highland & Cypress Fontana, CA 92860 TEL: None FAX: None	City of Fontana 8353 Sierra Ave Fontana, CA 92335 TEL: 909-350-6648 FAX: N/A
319089	LOS SERRANOS INFRASTRUCTURE IMPROVEMENTS - SAFE ROUTE TO SCHOOLS Subcontract No. 1173-1	R. Shackleton	Los Serranos Chino Hills, CA 91709 TEL: None FAX: None	Roadway Engineering & Contracting 10966 Banana Ave. Fontana, CA 92337 TEL: 909-346-0033 FAX: 909-346-0063
319095	AUTRY OFFSITE Tract No. 63084	R. Shackleton	13263 Wheeler Ave. Sylmar, CA 91342 TEL: None FAX: None	WC Development Services, Inc. 2716 Ocean Park Blvd., Suite 202 Santa Monica, CA 90405 TEL: 310-314-2417 FAX: None
319109	EDISON AVE TRAFFIC SIGNAL MODS & INTERCONNECT Federal Project No. HSIPI-5188(021)	R. Hermocillo	Multiple Chino, CA 91710 TEL: None FAX: None	City of Chino 13220 Central Ave. Chino, CA 91710 TEL: TBD FAX: None

319112	839 W. ADAMS SL Contract No. TBD	C. De La Torre	839 W. Adams Los Angeles, CA 90007 TEL: None FAX: None	Retirement Housing Foundation 911 N. Studebaker Rd. Long Beach, CA 90815 TEL: 562-257-5125 FAX: None
319115	REPAIR WORK FOR J. MCLOUGHLIN	S. Latham	Multiple Riverside/San Beranardino, CA TEL: None FAX: None	J. McLoughlin Engineerig Co., Inc. 10641 Fulton Ct. Rancho Cucamonga, CA 91730 TEL: 909-767-8977 FAX: None
320033	CALTRANS 08-1L0104	R. Shackleton	Various Locations - District 8 Riverside/San Bernardino, CA TEL: None FAX: None	Crown Fence Co. 12118 Bloomfield Ave. Santa Fe Springs, CA 90670-4703 TEL: 562-864-5177 FAX: 562-864-2529

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

Please see resume for Travis Bandini - Attachment #3

Please see resume for Richard Shackleton - Attachment #4

PROFESSIONAL BIO



EMCOR Companies

Travis Bandini

Superintendent, Transportation

7 years with Dynalectric/ KDC Systems

19 years Electrical Construction Experience

Mr. Bandini brings to the table over 19 years of experience in the transportation industry specializing in traffic signals, and street lighting. In his current position as Superintendent, he oversees multiple crews in various projects in Orange County and Los Angeles County.

Representative Experience

State Highway in Orange County - Caltrans

Modify CCTV camera systems, modify communications system, video management.

State Highway in Orange County, Huntington Beach - Caltrans

Modify existing traffic signals, SIC.

East Coast Highway, Traffic Signal Rehabilitation - City of Newport Beach

Modify traffic signals, install street lights and decorative lighting.

Newport Boulevard Widening, City of Newport Beach

Modify traffic signals, street lighting, fiber optic.

ACE Baldwin Ave Grade Separation - City of El Monte

Modify traffic signals, installation of 75 street lights, overpass lighting, install pump station.

State Highway in Orange County - Caltrans

Installed 6 CMS, modified communication system.

Traffic Signal and ITS Improvement Project, City of Glendale

City of Glendale 613 E. Broadway, Glendale, CA (818) 548-2140

Installation of fiber conduit, pull boxes, fiber cable. Modify 15 traffic signals. Modify TMS, CCTV cameras equipment at city hall.

Education / Training Certifications

- State of California Certified Electrician #136945
- OSHA Training
- CPR & First Aid
- Confined Space Training
- Arc Flash Training
- Rigging Training

PROFESSIONAL BIO



EMCOR Companies

Richard Shackleton

Transportation Group Manager

15 years with Dynalectric/ KDC Systems

Mr. Shackleton has worked in the trade for over 35 years. He started as a warehouse driver and worked his way up to laborer, apprentice electrician, journeyman wireman, foreman, and general foreman, project manager to his current position as Transportation Group Manager. Richard's first 22 years of work were principally in Orange, Riverside, and San Bernardino Counties, with the last 15 years primarily in Los Angeles County.

Representative Experience

Golden Valley & SR-14 Improvements - Caltrans

Installation of traffic monitoring, ramp metering, 2 modified signals, bridge lighting, and highway lighting.

City of LA ATSAC Projects (multiple)

Major projects include Golden State, Hyde Park, North Hollywood, San Pedro, Echo Park, Wilshire East, and Central City East. Installations include new signals, signal modifications, fiber, hub building, street lighting, optic conduit, and cable installation.

Westchester ATSAC

Installation of fiber, conduit, cable, 30 intersection modifications, 9 CMS structures, and signs.

Exposition Park ATSAC

Installation of fiber, conduit, and modification of over 80 intersections as well as the hub building.

Eastern Transportation Toll Roads

25 miles of new toll road, underground duct bank system, mainline, and ramp toll plazas, traffic monitoring systems, CCTV camera systems, highway sign & lighting, 15 traffic signals.

SR-91 Original Toll Road

10 miles of new toll road in the center of an existing freeway, underground duct bank, traffic monitoring systems, CCTV camera systems, highway sign & lighting.

Education / Training Certifications

- State Certified Electrician
- Cal OSHA 30
- CPR & First Aid
- IBEW Local 440 Inside Wireman Apprenticeship

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Caseland Surveying Inc	L5411	1000001533	614 N. Eckhoff St Orange, CA 92868	Survey	1%
Superior Pavement Markings	776306	1000001476	5312 Cypress St Cypress, CA 90630	Signing & Striping	1%
Herr-Con Construction Services	945955	1000012689	489 Fairlane Way Covina, CA 91723	Civil Curb Ramps	19%
Street Light Restorations Inc	811227	1000024172	2828 Cochran St Simi Valley, CA 93065	Traffic Signal Pole Painting	1%
EBS General Engineering	720016 A	1000005295	1345 #101 Quarry St Corona, CA 92879	Civil	17%

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty one percent (51%) of the Contract Price.

City of South El Monte

City Project No.: 294

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name KDC Inc. dba Dynalectric L.A.

	Current Year of Record	2020	2019	2018	2017	2016	Total
Number of contracts	17	76	110	120	149	97	569
Total dollar amount of contracts (in thousands of dollars)	8,144	36,135	75,623	85,830	105,663	87,022	398,417
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	4	1	2	2	5	14
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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

Signature: 
Title: Earnest L. Brown- President/CEO
Date: 3-9-21

Signature: 
Title: Ben Martin - Senior VP/CFO
Date: 3/9/21

City of South El Monte

City Project No.: 294

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South El Monte ("City"), has issued an invitation for Bids for the Work described as follows: Santa Anita Ave. and Klingerman St., Rust St., and Central Ave. Traffic Signal Modification Project, HSIPL-5352(019)
City Project No.: 294

WHEREAS Dynalectric, 4462 Corporate Center Drive, Los Alamitos, CA 90720
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten Percent of the Amount Bid

Dollars (\$ 10% of Amt. Bid), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

City of South El Monte

City Project No.: 294

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 2, 2021

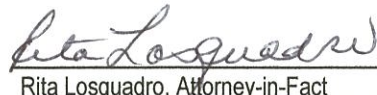
"Principal"

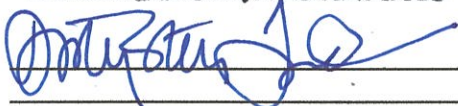
"Surety"

Dynalectric

Travelers Casualty and Surety Company of America

By: 
Its: _____

By: 
Its: Rita Losquadro, Attorney-in-Fact

EARNEST L. BROWN, PRESIDENT & CEO
By: 
Its: _____

By: _____
Its: _____

DUSTY STAR LORD, SECRETARY

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On 3/10/2021 before me, Wendy Bowling, Notary Public,

Date

Here Insert Name and Title of the Officer

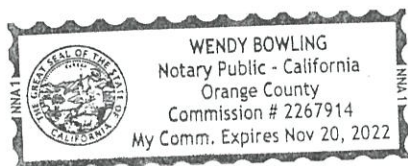
personally appeared Earnest L. Brown and Dusty Star Lord

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 Wendy Bowling
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 3/2/2021

Number of Pages: 2 Signer(s) Other Than Named Above: Rita Losquadro

Capacity(ies) Claimed by Signer(s)

Signer's Name: Earnest L. Brown

☒ Corporate Officer — Title(s): President & CEO

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: KDC Inc. dba Dynalectric
KDC Inc. dba KDC Systems

Signer's Name: Dusty Star Lord

☒ Corporate Officer — Title(s): Secretary & Controller

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: KDC Inc. dba Dynalectric
KDC Inc. dba KDC Systems



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rita Losquadro** of **UNIONDALE**, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik
 Anna P. Nowik, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **March**, 2021



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of _____, County of _____ } ss.

On this _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SURETY COMPANY'S ACKNOWLEDGMENT

State of **New York**, County of **Nassau** } ss.

On this **2nd** day of **March** in the year **2021**, before me, the undersigned, personally appeared **Rita Losquadro**, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in **Nassau County, New York**; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Donnamarie A. Kissane

Notary Public

DONNAMARIE A. KISSANE
Notary Public-State of New York
No. 01K16297783
Qualified in Nassau County
Commission Expires March 3, 2022

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,666
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020

City of South El Monte

City Project No.: 294

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

President/CEO and KDC Inc. dba
I am the Senior VP/CFO of Dynalectric L.A., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on 3/9/21 [date], at Los Alamitos [city], CA [state].

Signature:



Printed Name: Earnest L. Brown
President/CEO

Date:

3-9-21

Signature:



Printed Name: Ben Martin
Senior VP/CFO

Date:

3/9/21

This form must be notarized.

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)

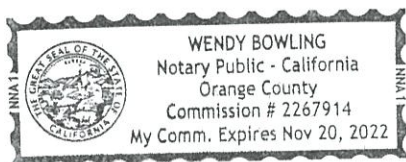
On 3/10/2021 before me, Wendy Bowling, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Earnest L. Brown and Ben Martin
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 *Wendy Bowling*
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: Noncollusion Declaration Form Document Date: 3/9/21
 Number of Pages: 1 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Earnest L. Brown
☒ Corporate Officer — Title(s): President & CEO
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: KDC Inc. dba Dynalectric
KDC Inc. dba KDC Systems

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

Signer Is Representing: KDC Inc. dba Dynalectric
KDC Inc. dba KDC Systems

City of South El Monte

Project Identification No.: 294

2. EXHIBIT 12-H SAMPLE BID

Local Assistance Procedures Manual

Exhibit 12-H
Sample Bid

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder KDC Inc. dba Dynalectric L.A., proposed subcontractor
_____, hereby certifies that he has X, 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.

City of South El Monte

Project Identification No.: 294

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 X 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.

City of South El Monte

Project Identification No.: 294

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.

LPP 18-01

**Page 8 of 22
January 2019**

City of South El Monte

Project Identification No.: 294

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 South El Monte
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.

City of South El Monte

Project Identification No.: 294

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.

**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.

City of South El Monte

Project Identification No.: 294

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 N/A		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		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:			
6. Federal Department/Agency: Congressional District, if known _____		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		13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____			
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____					
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: Earnest L. Brown Title: President/CEO Telephone No.: (714) 828-7000 Date: 3-9-21			
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL			

City of South El Monte

Project Identification No.: 294

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-LLL-Instructions Rev 06-01-20(ENDD)

City of South El Monte

Project Identification No.: 294

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 South El Monte 2. Contract DBE Goal: 10%
3. Project Description: Traffic Signal Modification Project, HSIPL-5352(019)
4. Project Location: Santa Anita Ave at the intersections of Klingerman Street, Rush Street and Central Avenue
5. Bidder's Name: KDC Inc. dba Dynalectric L.A. 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

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
Local Agency to Complete this Section upon Execution of Award 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 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.			15. TOTAL CLAIMED DBE PARTICIPATION \$ _____ 0 %	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.
26. Local Agency Representative's Signature _____		27. Date _____		16. Preparer's Signature _____
28. Local Agency Representative's Name _____		29. Phone _____		17. Date _____
30. Local Agency Representative's Title _____		20. Preparer's Title _____		18. Preparer's Name _____
				19. Phone _____

- DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). 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.

LPP 18-01

Page 1 of 3
January 2019

City of South El Monte

Project Identification No.: 294

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) 654-3580 or write Records and Forms Management, 1120 N Street, MS-89, 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.

City of South El Monte

Project Identification No.: 294

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.

City of South El Monte

Project Identification No.: 294

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

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s): HSIPL-5352(019) Bid Opening Date _____ CON
The City of South El Monte established a Disadvantaged Business Enterprise (DBE) goal of
10 % 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) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: 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

- 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

APPLICABLE FEDERAL WAGE DECISION

Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <https://beta.sam.gov/search?index=wd>. On the web site, select the following: Wage Determination Type: Davis-Bacon Act (DBA), State: CALIFORNIA, County: LOS ANGELES, Construction Type: Heavy.

"General Decision Number: CA20210022 02/12/2021

Superseded General Decision Number: CA20200022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021

City of South El Monte

Project Identification No.: 294

3 02/12/2021

ASBE0005-002 07/06/2020

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 45.39	23.74
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 20.63	12.17

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

* BRCA0004-007 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.53	19.48

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2019

	Rates	Fringes
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City of South El Monte

Project Identification No.: 294

MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

CARP0409-005 07/01/2015

City of South El Monte

Project Identification No.: 294

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER.....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0011-004 02/01/2021

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 51.50	3%+28.77
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 51.30	3%+28.97
Technician.....	\$ 38.48	3%+28.97

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per
hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including
electrical circuitry, programmable controllers,
pedestal-mounted electrical meter enclosures and laying of
pre-assembled multi-conductor cable in ducts, layout of
electrical systems and communication installation,
including proper position of trench depths and radius at
duct banks, location for man
holes, pull boxes, street lights and traffic signals.
Installation of underground ducts for electrical, telephone,
cable television and communication systems.
Pulling, termination and
splicing of traffic signal and street lighting conductors and
electrical systems including interconnect, detector loop,
fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and
backfill, installation of system conduits and raceways for
electrical, telephone, cable television and communication
systems. Pulling, terminating and splicing of traffic signal
and street lighting conductors and electrical systems

City of South El Monte

Project Identification No.: 294

including interconnect, detector loop, fiber optic cable
and video/data.

* ELEC0011-005 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent
Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 41.52	3%+14.33
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the
installation, testing, service and maintenance, of the
following systems that utilize the transmission and/or
transference of voice, sound, vision and digital for
commercial, education, security and entertainment purposes
for TV monitoring and surveillance, background foreground
music, intercom and telephone interconnect, inventory
control systems, microwave transmission, multi-media,
multiplex, nurse call system, radio page, school intercom
and sound, burglar alarms and low voltage master clock
systems.

A. Communication systems that transmit or receive information
and/or control systems that are intrinsic to the above
listed systems SCADA (Supervisory control/data acquisition
PCM (Pulse code modulation) Inventory control systems
Digital data systems Broadband & baseband and carriers
Point of sale systems VSAT data systems Data communication
systems RF and remote control systems Fiber optic data
systems

B. Sound and Voice Transmission/Transference Systems
Background-Foreground Music Intercom and Telephone
Interconnect Systems Sound and Musical Entertainment
Systems Nurse Call Systems Radio Page Systems School
Intercom and Sound Systems Burglar Alarm Systems
Low-Voltage Master Clock Systems Multi-Media/Multiplex
Systems Telephone Systems RF Systems and Antennas and Wave
Guide

C. *Fire Alarm Systems-installation, wire pulling and
testing.

D. Television and Video Systems Television Monitoring and
Surveillance Systems Video Security Systems Video
Entertainment Systems Video Educational Systems CATV and
CCTV

E. Security Systems, Perimeter Security Systems, Vibration
Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems,

City of South El Monte

Project Identification No.: 294

Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 59.14		20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 47.24		19.59
(3) Groundman.....\$ 36.12		19.19
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 59.32		35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 48.25		27.20
GROUP 2.....\$ 49.03		27.20
GROUP 3.....\$ 49.32		27.20
GROUP 4.....\$ 50.81		27.20
GROUP 5.....\$ 48.96		25.25

City of South El Monte

Project Identification No.: 294

GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

City of South El Monte

Project Identification No.: 294

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or

City of South El Monte

Project Identification No.: 294

similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity,

City of South El Monte

Project Identification No.: 294

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator,

City of South El Monte

Project Identification No.: 294

operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired

City of South El Monte

Project Identification No.: 294

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane

City of South El Monte

Project Identification No.: 294

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

City of South El Monte

Project Identification No.: 294

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

Clty of South El Monte

Project Identification No.: 294

corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

City of South El Monte

Project Identification No.: 294

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2020

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

LABO0300-003 07/01/2020

City of South El Monte

Project Identification No.: 294

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline

City of South El Monte

Project Identification No.: 294

wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic

City of South El Monte

Project Identification No.: 294

tools (except driller); Bull gang mucker, track person;
Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 03/01/2020

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 36.13	20.33

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

City of South El Monte

Project Identification No.: 294

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and

City of South El Monte

Project Identification No.: 294

markings, including traffic control; operation of all
related machinery and equipment

LAB01414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and
sports facilities.

PAIN0036-006 10/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 39.05	20.92
Remainder of Los Angeles County.....	\$ 43.18	20.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

City of South El Monte

Project Identification No.: 294

PAIN1247-002 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.55	13.78

PLAS0200-009 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2020

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 50.70	23.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 38.73	22.06
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 52.28	24.71

PLUM0345-001 09/01/2020

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 35.30	24.10
Sewer & Storm Drain Work....	\$ 39.39	21.48

ROOF0036-002 09/15/2020

City of South El Monte

Project Identification No.: 294

	Rates	Fringes
ROOFER.....	\$ 40.77	18.22

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-013 01/01/2021

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.83	26.23

* SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

SHEE0105-002 01/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 28.97	10.42
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 27.47	10.72

SHEE0105-003 01/01/2021

City of South El Monte

Project Identification No.: 294

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 48.28	29.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 48.28	29.46

SHEE0105-004 01/01/2021		

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.88	28.49

TEAM0011-002 07/01/2020		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception,

City of South El Monte

Project Identification No.: 294

Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

City of South El Monte

Project Identification No.: 294

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

City of South El Monte

Project Identification No.: 294

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

City of South El Monte

Project Identification No.: 294

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT A

RESOLUTION NO. 21-21

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING PLANS AND SPECIFICATIONS AND AWARDING
CONSTRUCTION CONTRACT FOR THE SANTA ANITA
AVENUE AND KLINGERMAN STREET, RUSH STREET, AND
CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION
PROJECT AND APPROVING CITY FUNDING

WHEREAS, the City of South El Monte desires to improve existing traffic signals at the intersections of Santa Anita Avenue and Klingerman Street, Santa Anita Avenue and Rush Street and Santa Anita Avenue and Central Avenue intersections;

WHEREAS, the City solicited bids for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project, on February 16, 2021, and the City received eight (8) bids for the Project on March 11, 2021; and

WHEREAS, City staff evaluated all bids and determined that KDC Inc. dba Dynaelectric L.A. has submitted the lowest responsive bid for the Project.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated by reference.

SECTION 2. The City Council of South El Monte (“City”) hereby adopts and approves the plans and specifications for Project No. 294 (Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project, Funded By HSIP, HSIPL-5352(019)), with respect to design and criteria. Copies of the plans and specifications are on file in the City’s Engineering Department.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to contract and the plans and specifications, the City Council hereby finds that KDC Inc. dba Dynaelectric L.A. has submitted the lowest responsive bid for the Project, in the amount of \$799,782.

SECTION 4. The City Council hereby authorizes Transtech Engineers, Inc. to proceed with Construction Management and Inspection Services, in the amount of \$87,976 (10% of construction cost), pursuant to their existing engineering services agreement.

SECTION 5. The City Council approves use of \$485,256.00 of Proposition C Funds. And City staff shall be authorized to take all appropriate steps as necessary related to the same including any budget adjustments if necessary.

SECTION 5. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with KDC Inc. dba Dynaelectric L.A. for the project, subject to review

and approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 6: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 13th day of April, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-21 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 13th day of April, 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk