



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, JANUARY 26, 2022 AT 7:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

CITY CLERK
Flor Aguiluz

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: This meeting will be conducted pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this regular meeting, members of the City Council and City Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements. Some members of the City Council and staff may attend the meeting at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue. The City Council Chambers, however, will not be open to the Public. The

meeting will be broadcast using the Zoom platform as well as broadcasted live on the City's Facebook page.

To maximize public health and safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting virtually via Zoom or follow the meeting live via the City's Facebook page. Public participation is highly encouraged using the virtual platform. Below is information on how the public may observe and participate in the meeting.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom :

Join by phone 1-669-900-6833 Enter Meeting ID: 856 4664 6497 Passcode: 454682
OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85646646497?pwd=NS9wMHVpK1FtSldua3VXZTZNa1piZz09>
Passcode: 454682

To participate in the meeting by providing public comment via teleconference/video conference:

Live real-time verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public participation period for agenda items or during the public participation period for non-agenda items. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number.

Before the meeting: You can also submit your public comments for the record in advance by 4:30 pm the day of the meeting by email to shirley.quinones@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5714 within 48 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

VI. PRESENTATIONS

SOCALGAS CLIMATE ADAPTATION AND RESILIENCY GRANT
SCG PRESENTERS: OSVALDO PENA AND GEOFF DANKER

SHERIFF'S UPDATE

VII. PUBLIC HEARING

A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2022-2023 AND ADOPTION OF RESOLUTION NO. 6217 APPROVING THE FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF JANUARY 12, 2021
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. REVENUE REPORT FROM JULY - DECEMBER 2021
4. RESOLUTION NO. 6218 OF THE CITY COUNCIL OF CITY OF MAYWOOD AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2021-22 FUNDING APPLICATION
5. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY, INC. FOR SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

IX. DISCUSSION/ACTION ITEMS

6. CITY COUNCIL APPOINTMENT OF ONE MEMBER TO THE MAYWOOD PLANNING COMMISSION

X. CLOSED SESSION

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, February 9, 2022 at 700 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, Flor Aguiluz, City Clerk or Shirley Quinones, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO.

DATE: January 26, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2022-2023 AND ADOPTION OF RESOLUTION NO. 6217 APPROVING THE FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

RECOMMENDATION:

Staff recommends that the City Council, after holding a public hearing, adopt Resolution No. 6217 approving the FY 2022-2023 Community Development Block Grant (CDBG) program budget.

BACKGROUND:

Each program year, the City receives an annual Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA). The CDBG allocation from the LACDA for Fiscal Year (FY) 2022-2023 will form part of the City's General Budget.

It is estimated that the City's allocated funding will be \$421,488. As a CDBG Subrecipient of the LACDA, the City of Maywood must submit a CDBG Program Planning Summary describing the proposed programs and funding allocations for FY 2022-2023 by February 3, 2022.

The intended use of this funding is for various community development programs and projects to benefit low- and moderate-income persons.

DISCUSSION:

The CDBG Program seeks to ensure that the needs and resources of the community are included in a comprehensive planning effort to revitalize distressed neighborhoods and help low- and moderate-income residents.

Currently, CDBG funds are used to fund a portion of the Graffiti Removal Program, Code Enforcement, and the Sidewalk Rehabilitation Project.

HUD encourages and requires that the City involve the general public in the development of the City's CDBG Program. This public hearing was noticed through the attached public hearing notice, pursuant to HUD and LACDA requirements, and complies with citizen participation regulations.

The public hearing is a part of HUD's public participation process and is one of the primary vehicles for community involvement in the City's CDBG planning process.

PROPOSED FY 2022-2023 CDBG PROGRAM DESCRIPTIONS

Graffiti Removal Program:

The Graffiti Removal program provides for the removal of graffiti from public areas and private property where graffiti is visible from the public right-of-way. CDBG funds pay for graffiti removal contractor services. CDBG program regulations identify graffiti abatement as a public service, which is subject to a twenty percent (20%) cap of the annual allocation (20% of \$421,488 = \$84,298). The LACDA increased the public service cap from 15% to 20% for FY 2022-2023. This increase will offset the amount of General Funds used to pay for the balance of the Graffiti Removal Program budget. FY 2022-2023 funding request is \$84,298.

Code Enforcement:

The Code Enforcement program aids in the elimination of substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformance with City zoning and building ordinances, as well as State and County Health codes. CDBG funds pay for the salary of one (1) Code Enforcement Officer, a portion of the salaries of the Director of Building and Planning, Assistant Planner, Finance Director, Fund Accountant, and for non-personnel costs associated with program implementation. In addition, CDBG funds are used for project administration which is up to a maximum of 20% of the project allocation. The allocation for CDBG administration is \$36,000 (approximately 18% of \$196,800). FY 2022-2023 funding request is \$196,800.

Sidewalk Rehabilitation Project:

The Sidewalk Rehabilitation Project will provide funding for various repairs to damaged sidewalks, curbs and gutters, driveway approaches, adjacent asphalt pavement, and additional items associated with sidewalk repairs in targeted locations throughout the City. CDBG funds are used for design, engineering, plans and specifications, and construction costs associated with project implementation. The proposed allocation includes funding for CDBG project administration and contract compliance. The FY 2022-2023 funding request is \$140,390.

The cost of project administration, coordination, monitoring, reporting, and contract compliance services are charged on a project-based model which allows the City to pay for costs associated with meeting the regulatory requirements on a per project basis. CDBG funds are used to reimburse the City for personnel and non-personnel costs, including the funding for contract services required for CDBG project administration. The City's CDBG contracted services include the CDBG Program Consultant.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

Fiscal Year 2022-2023 funding for the Community Development Block Grant (CDBG) Program is estimated at \$421,488. Approval of the proposed CDBG funding allocations will be incorporated into the Fiscal Year 2022-2023 City Budget. The CDBG Program does not impact the City's General Fund budget.

ATTACHMENT(S)

1. Public Hearing Notice 12302021

RESOLUTION NO. 6217
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD APPROVING FISCAL YEAR 2022-2023 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET

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

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City will receive a Community Development Block Grant (CDBG) allocation from the Los Angeles County Development Authority in the amount of \$421,488 in FY 2022-2023 CDBG funds; and

WHEREAS, staff has prepared the proposed FY 2022-2023 CDBG program budget to the City Council attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the Maywood City Council approve CDBG program budget as set forth in Exhibit A and instruct staff to submit the CDBG Program Planning Summary for approval to the Los Angeles County Development Authority.

SECTION 2. That the City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the CDBG Program.

SECTION 3. That the City Manager is authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

PASSED, APPROVED AND ADOPTED this 26th day of January, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6217 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 26th day of January, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

EXHIBIT A
CDBG Program Budget FY 2022-2023

<u>PROGRAM</u>	<u>ALLOCATION</u>	<u>UNALLOCATED</u>	<u>TOTALS</u>
<u>PUBLIC SERVICE ACTIVITIES</u>			
(20% of Annual Allocation: \$84,298)			
Graffiti Removal Program	\$ 84,298		\$ 84,298
<u>CODE ENFORCEMENT</u>			
Code Enforcement Program	\$ 196,800		\$ 196,800
<u>PUBLIC WORKS PROJECT</u>			
Sidewalk Rehabilitation Project	\$ 140,390		\$ 140,390
TOTAL ALLOCATION	\$ 421,488	\$ - 0 -	\$ 421,488



**CITY OF MAYWOOD
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood will conduct a Public Hearing, at which time you may be heard, concerning the below-stated action. The Public Hearing will be held on Wednesday, January 26, 2022, at 7:00 p.m.; see below for participation options.

**FISCAL YEAR (FY) 2022-2023
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Maywood will receive an estimated \$421,488 in Community Development Block Grant (CDBG) funds based on the current year allocation as a participant in the FY 2022-2023 Los Angeles Urban County CDBG program. These funds will be available to the City on July 1, 2022.

The funds may be used for a variety of community development activities such as residential and commercial property rehabilitation, graffiti removal, land acquisition, public service activities, public works improvements, economic development activities, and planning and administration of the CDBG programs. All programs will be implemented to provide primary benefit to low- and moderate-income residents of the City.

Questions regarding the FY 2022-2023 CDBG Program may be directed to City Hall at the following address:

**City of Maywood
Attn: Steve Fowler, Director of Building and Planning
4319 E. Slauson Ave.
City of Maywood, CA 90270
Email: steve.fowler@cityofmaywood.org**

This meeting will be conducted pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this meeting, members of the City Council and City Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements. Some members of the City Council and staff may attend the meeting at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue. The City Council Chambers, however, will not be open to the Public. The meeting will be broadcast using the Zoom platform as well as broadcasted live on the City's Facebook page.

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Please click the link below to join the webinar:
<https://us02web.zoom.us/j/85646646497?pwd=NS9wMHVpK1FtSldua3VXZTZNa1piZz09>
Passcode: 454682

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Published: December 30, 2021

Shirley Quinones
Deputy City Clerk



MINUTES
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, JANUARY 12, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:02 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (teleconference)

CITY CLERK

Flor Aguiluz (teleconference)

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (teleconference)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (teleconference)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (teleconference)

Steve Fowler, Director of Building and Planning (teleconference)

Shirley Quinones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S FACEBOOK AT:

<https://www.facebook.com/cityofmaywood> OR BY ZOOM AT:
Teleconference 1-669-900-6833 Meeting ID: 883 9674 8196 Passcode: 454940

or

<https://us02web.zoom.us/j/88396748196?pwd=VUxaQXFLUjh1aFp3SS9pdFM0TmNjQT09>
Passcode: 454940

Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

The following spoke on Agenda items:

- 1) David Perez (via teleconference)
- 2) YA (via teleconference)

VI. PRESENTATIONS

None

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF DECEMBER 22, 2021 CITY COUNCIL MEETING

Motion to approve the Minutes of December 22, 2021 City Council Meeting by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. RESOLUTION NO. 6213 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

Motion to adopt Resolution No. 6213 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency approving the Warrants for Payment by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. RESOLUTION NO. 6214 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023.

Motion to adopt Resolution No. 6214 approving the Successor Agency to the former Maywood Redevelopment Agency Recognized Obligation Payment Schedule for the period of July 1, 2022 through June 30, 2023 and the Administrative Budgets for the six-month fiscal periods from July 1, 2022 through December 31, 2022 and from January 1, 2023 through June 30, 2023 and taking certain related actions by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. ACCEPTANCE OF 6.6 KV STREET LIGHTING CONVERSION PROJECT ON LOMA VISTA AVENUE COMPLETED BY CALPROMAX ENGINEERING, INC. AND RELATED ACTIONS

Motion to 1) accept project completion for the 6.6.KV Street Lighting Conversion on Loma Vista Project as performed by Calpromax Engineering, Inc. for a total amount of \$137,144.33; 2) authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Record; and 3) authorize the City Manager to release a retention payment of \$6,857.22 to Calpromax Engineering, Inc. within 35 days following recordation of the Notice of Completion by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. CONSIDERATION OF RESOLUTION NO. 6215 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS

Motion to adopt Resolution No. 6215 approving Applications for Specified Grant Funds and authorize the City Manager to execute documents related to the application by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

6. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES AND FIND THAT IT IS IN THE BEST INTEREST OF THE CITY NOT TO INFORMALLY BID THE AGREEMENT.

Motion to approve the professional services agreement with Kiley & Associates, LLC in the form negotiated and approved by the City Manager and City Attorney, that it is in the best interest of the City not to informally bid the agreement, and approve the budget amendment of \$19,500 for FY 21-22 by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

X. CLOSED SESSION

None

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following spoke on Non-Agenda items:

- 1) David Perez (via teleconference)
- 2) Kev Cardenas (via teleconference)

XII. ADJOURNMENT

The meeting was adjourned In the Memory of John Quiñones at approximately 7:49 p.m. to the next meeting of the Maywood City Council, Wednesday, January 26, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Flor Aguiluz, City Clerk

RESOLUTION NO. 6216

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD
COMMUNITY REDEVELOPMENT AGENCY APPROVING THE
WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS, the Director of Finance has certified to the accuracy and
availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and
Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH)
Transactions for \$1,154,191.97 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 26th day of January, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6216 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 26th day of January, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, January 26, 2022

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 089239 - 089248	\$ 6,474.35
Accounts Payable regular warrants for payment: Checks No. 089249 - 089263	\$ 809,542.65
Sub-total	<u>\$ 816,017.00</u>

Wire Transfers/ACH Transactions

01/06/22 Payroll Pay Period 12/19/21 - 1/1/22	\$ 40,450.30
01/06/22 CalPERS Employer Contribution 12/5/21 - 12/18/21	\$ 6,636.45
01/06/22 CalPERS Employer Contribution 12/19/21 - 1/1/22	\$ 6,633.85
01/09/22 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - January 2022	\$ 22,355.58
01/12/22 Wells Fargo Bank - Maywood CDD Tax Alloc 2017A, A2, - Interest	\$ 260,971.89
01/14/22 US Bank - Analysis Service Charge	\$ 1,126.90
Sub-total	<u>\$ 338,174.97</u>

Total Demands	<u><u>\$ 1,154,191.97</u></u>
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City of Maywood
Detail Warrants for Payment
Warrants No. 089239 to 089263

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089239	P	1/19/2022	AT&T	25.50	Elevator Emergency Phone Line 12/01/21 - 12/31/21	General Fund - 01
089240	P	1/19/2022	Brinks, Inc.	180.37	January 2022 Cash Handling Service	General Fund - 01
089241	P	1/19/2022	CoreLogic Solutions, LLC.	150.00	Property Finder January 2022	General Fund - 01
089242	P	1/19/2022	FedEx	44.97	Document Shipping - HR FMLA	General Fund - 01
089243	P	1/19/2022	Hinderliter, de Llamas & Assoc.	1,493.04	1st Quarter Sales Tax and Audit Services	General Fund - 01
089244	P	1/19/2022	Nimitz Music Supporters	3,038.75	Nimitz Music Supporters - Community Benefit Fund 12.22.21	General Fund - 01
089245	P	1/19/2022	Southern California Edison	150.82	Various Locations 12/09/21 - 01/09/22	Gas Tax - 04
089246	P	1/19/2022	Sparkletts Drinking Water Corp	67.09	City Hall Office Water	General Fund - 01
089247	P	1/19/2022	Time Warner Cable	625.60	Internet & Phone Service January 2022	General Fund - 01
089248	P	1/19/2022	Quadient Finance, USA, Inc.	698.21	Postage Machine	General Fund - 01
089249		1/19/2022	Amazon Capital Services	217.59	Office Supplies	General Fund - 01
089250		1/19/2022	Active Universal Capital, LLC	6,285.03	Crossing Guard Services - December 2021	Gas Tax - 04
089251		1/19/2022	Amigos Del Los Rios	3,030.00	Maywood Watering Services (December 2021)	General Fund - 01
089252		1/19/2022	Archive Social	2,388.00	Social Media Archive Subscription Jan 2022 - Jan 2023	General Fund - 01
089253		1/19/2022	Bartel Associates, LLC	1,750.00	CalPERS GASB 68 Report June 30, 2021	General Fund - 01
089254		1/19/2022	California Consulting, Inc.	3,250.00	Grant Writing Services: January 2022	General Fund - 01
089255		1/19/2022	CivicPlus, LLC	1,500.00	Civic Engage System Training	General Fund - 01
089256		1/19/2022	County of Los Angeles Department of Animal Control	6,549.06	Animal Control Services November 2021	General Fund - 01
089257		1/19/2022	Fulcrum Arts	2,500.00	Budding Artists-Community Benefit Fund Request	General Fund - 01
089258		1/19/2022	MV Cheng & Associates Inc.	6,281.25	Senior Accountant Consultant December 2021	General Fund - 01
089259		1/19/2022	Richards, Watson & Gershon	16,184.64	Legal Services General November 2021	General Fund - 01
089260		1/19/2022	Sheriff's Department	428,646.48	Public Safety Services November 2021	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089239 to 089263

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089261		1/19/2022	Staples Business Advantage	438.60	Office Supplies	General Fund - 01
089262		1/19/2022	Willdan Financial Services	1,705.00	Prof Svcs User Fee Study for the City of Maywood Nov 2021	General Fund - 01
089263		1/20/2022	Los Angeles Dodgers Foundation	328,817.00	Dodgers Dreamfield Grant	General Fund - 01
TOTAL:				\$816,017.00		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: January 26, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT FROM JULY - DECEMBER 2021

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July – December 2021.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION:

The attached analysis compares prior YTD and current YTD Revenue

The total revenue received from July – December 2021 totaled \$9,871,776.51, which is 40.91% higher than the same period last year this is primarily due to an increase in special revenue funds.

- **GENERAL FUND** - The total General Fund received totaled \$3,683,535.40, which is 15.71% lower than the same period last year. This decrease is due to the CARES Act money that the City received last year, which were one time revenues from the federal government to offset the effect of the COVID pandemic. Additionally, there is a 44.52% decrease in Cannabis sales tax compared to last year. This decrease was partially offset by increases in other tax revenues such as sales, property, franchise, utility, and transient occupancy taxes. Plan check fees also increased by 40%, which is due to the economy re-opening.
- **SPECIAL REVENUE FUND** - The total Special Revenue Fund received totaled \$6,188,241.11, which is 134.76% higher than the same period last year. The contributing factor for the difference in Special Revenue Fund is due to the payment received from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19. The first of two installments was received in the amount of \$3,226,257, and the second and final installment is expected to be received in one year.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENT(S)

1. July - December 2021 - City of Maywood FY2021-22

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
GENERAL FUND						
Taxes:	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	\$68,214.59	\$88,134.92	\$19,920.33	0.00%	\$325,000.00	27.12%
Property Taxes	\$320,234.31	\$347,447.69	\$27,213.38	8.50%	\$778,480.00	44.63%
Utility Users Tax	\$451,228.12	\$482,088.16	\$30,860.04	6.84%	\$900,000.00	53.57%
Transfer Tax (Real Estate)	\$12,384.63	\$8,007.45	(\$4,377.18)	-35.34%	\$20,000.00	40.04%
Transient Occupancy Tax	\$22,930.69	\$30,547.64	\$7,616.95	33.22%	\$60,000.00	50.91%
Cannabis Sales Tax	\$1,292,865.02	\$717,314.09	(\$575,550.93)	-44.52%	\$3,000,000.00	23.91%
Sales Tax Revenue	\$755,707.43	\$934,179.70	\$178,472.27	23.62%	\$2,355,904.00	39.65%
Taxes Totals	\$2,923,564.79	\$2,607,719.65	(\$315,845.14)	-10.80%	\$7,439,384.00	35.05%
GENERAL FUND						
Licenses & Permits:	FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.					
Compliance Program Fee			\$0.00	0.00%	\$45,000.00	0.00%
Residential & Building Permits	\$10,631.22	\$7,349.82	(\$3,281.40)	-30.87%	\$29,500.00	24.91%
Public Works Permit Fees	\$68,873.40	\$75,500.50	\$6,627.10	9.62%	\$50,000.00	151.00%
Other Fees & Permits	\$10,751.24	\$9,475.38	(\$1,275.86)	-11.87%	\$27,100.00	34.96%
Occupancy Permits	\$12,996.80	\$8,959.70	(\$4,037.10)	-31.06%	\$13,000.00	68.92%
Building Permits	\$30,127.44	\$23,968.16	(\$6,159.28)	-20.44%	\$60,000.00	39.95%
Compliance and Review Fees - Cannabis			\$0.00	0.00%	\$105,000.00	0.00%
Commercial Cannabis Renewal	\$14,960.00		(\$14,960.00)	-100.00%	\$0.00	0.00%
Parking Permits	\$43,171.09	\$35,748.90	(\$7,422.19)	-17.19%	\$90,000.00	39.72%
Apartment License	\$865.00	\$281.25	(\$583.75)	-67.49%	\$20,000.00	1.41%
Business License	\$10,902.88	\$32,280.64	\$21,377.76	196.07%	\$190,000.00	16.99%
Vehicle License Fee - LA County			\$0.00	0.00%	\$3,173,048.00	0.00%
Licenses and Permits Totals	\$203,279.07	\$193,564.35	(\$9,714.72)	-4.78%	\$3,802,648.00	5.09%
GENERAL FUND						
Charges for Services:	CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	\$30,357.55	\$2,787.15	(\$27,570.40)	0.00%	\$15,000.00	18.58%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$18,084.77	\$25,485.63	\$7,400.86	40.92%	\$45,000.00	56.63%
Rents & Concessions	\$11,907.00	\$11,907.00	\$0.00	0.00%	\$24,000.00	49.61%
Charges for Services Totals	\$60,349.32	\$40,179.78	(\$20,169.54)	-33.42%	\$84,000.00	47.83%
GENERAL FUND						
Fines and Forfeitures:	FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.					
Penalties: Apt & Bus License	\$1,434.25	\$430.50	(\$1,003.75)	-69.98%	\$2,500.00	17.22%
SEMC: Court Collections (DMV)	\$34,371.64	\$41,085.46	\$6,713.82	0.00%	\$100,000.00	41.09%
Administrative Citations	\$7,500.00	\$2,000.00	(\$5,500.00)	-73.33%	\$15,000.00	13.33%
Parking Fines	\$114,615.50	\$100,498.66	(\$14,116.84)	-12.32%	\$150,000.00	67.00%
Fines and Forfeitures Totals	\$157,921.39	\$144,014.62	(\$13,906.77)	-8.81%	\$267,500.00	53.84%
GENERAL FUND						
Leases and Concessions:	LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.					
Leased Property Rental Income	\$20,071.85	\$25,393.90	\$5,322.05	26.51%	\$39,345.00	64.54%
Leases and Concessions Totals	\$20,071.85	\$25,393.90	\$5,322.05	26.51%	\$39,345.00	64.54%
GENERAL FUND						
Miscellaneous:	MISCELLANEOUS: A General Fund revenue not covered in another revenue category.					
Good Corporate Citizen Program			\$0.00	0.00%	\$40,000.00	0.00%
Interest Income	\$12,435.19	\$3,370.74	(\$9,064.45)	-72.89%	\$16,500.00	20.43%
Miscellaneous Revenue	\$38,637.48	\$25,775.47	(\$12,862.01)	-33.29%	\$17,000.00	151.62%
CARES Act Reimbursement	\$344,534.00		(\$344,534.00)	-100.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)			\$0.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue Totals	\$395,606.67	\$29,146.21	(\$366,460.46)	-92.63%	\$73,500.00	39.65%
GENERAL FUND						
Retiree Pension Levy:	RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).					
Retiree Pension Levy	\$609,093.62	\$643,516.89	\$34,423.27	5.65%	\$1,158,911.00	55.53%
Retiree Pension Levy Totals	\$609,093.62	\$643,516.89	\$34,423.27	5.65%	\$1,158,911.00	55.53%
General Fund Revenue Totals	\$4,369,886.71	\$3,683,535.40	(\$686,351.31)	-15.71%	\$12,865,288.00	28.63%
SPECIAL REVENUE FUND						
	SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.					
Gas Tax	\$339,124.05	\$352,051.51	\$12,927.46	3.81%	\$672,770.00	52.33%
Transportation Development Act (TDA)			\$0.00	0.00%	\$20,448.00	0.00%
Bikeway						
Proposition A	\$274,517.80	\$345,836.61	\$71,318.81	25.98%	\$563,507.00	61.37%
Proposition C	\$227,703.56	\$286,866.30	\$59,162.74	25.98%	\$467,414.00	61.37%
Measure R	\$171,297.72	\$215,170.26	\$43,872.54	25.61%	\$350,561.00	61.38%
Measure M	\$194,736.96	\$243,301.51	\$48,564.55	24.94%	\$397,302.00	61.24%
Senate Bill 1 (SB 1)	\$172,995.12	\$189,047.15	\$16,052.03	9.28%	\$536,044.00	35.27%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Community Development Block Grant (CDBG)	\$58,935.00	\$83,898.00	\$24,963.00	0.00%	\$718,020.00	11.68%
Air Quality Management District (AQMD) Grant	\$9,324.63	\$9,091.68	(\$232.95)	0.00%	\$36,375.00	24.99%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$131,721.74	\$134,292.45	\$2,570.71	1.95%	\$155,000.00	86.64%
Measure A			\$0.00	0.00%	\$353,000.00	0.00%
Lighting & Landscaping	\$74,259.75	\$71,045.10	(\$3,214.65)	0.00%	\$189,000.00	37.59%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$862,558.00	\$915,345.00	\$52,787.00	6.12%	\$1,226,567.00	74.63%
Sewer Fund	\$118,836.02	\$116,038.54	(\$2,797.48)	-2.35%	\$299,000.00	38.81%
Grant/Reimb (Fed/State/County)			\$0.00	0.00%	\$531,000.00	0.00%
Local Fiscal Recovery Fund		\$3,226,257.00	\$3,226,257.00	0.00%	\$0.00	0.00%
Special Revenue Totals	\$2,636,010.35	\$6,188,241.11	\$3,552,230.76	134.76%	\$6,516,008.00	94.97%
Total Revenues	\$7,005,897.06	\$9,871,776.51	\$2,865,879.45	40.91%	\$19,381,296.00	50.93%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: January 26, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: RESOLUTION NO. 6218 OF THE CITY COUNCIL OF CITY OF MAYWOOD AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2021-22 FUNDING APPLICATION

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 6218 (Attachment 1) authorizing staff to submit the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2021-22 funding application; and
2. Authorize the City Manager to sign all applicable CalRecycle grant documents.

BACKGROUND:

The Department of Resources Recycling and Recovery (CalRecycle) is administering a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. This grant program will provide the City with funding opportunities to assist in the implementation of regulatory requirements associated with SB 1383.

DISCUSSION:

CalRecycle will evaluate all incoming applications for project eligibility and determine if appropriate costs are directly related to activities to implement the SB 1383 regulations.

Eligible activities and costs related to the City include:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (including organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements (using recycled organic products – compost, mulch, electricity, and/or

- renewable gas and recycled paper and paper products)
- Record Keeping

There is only one application period. All applicants must apply by February 1, 2022, to be considered for first-round funding. The following is a timeline:

February 1, 2022: Application Due Date

March 1, 2022: Secondary Due Date for First Round Funding

- Approved Resolution, and if applicable, Letters of Designation and Letters of Authorization must be uploaded to GMS by this date if it was not submitted with the application.

April 1, 2022 (tentative): Grants Awarded for First Round Funding

- CalRecycle considers funding recommendations, and if approved, conditionally awards grants on this date.

June 14, 2022: Secondary Due Date for Second Round Funding

- Approved Resolution, and if applicable, Letters of Designation and Letters of Authorization must be uploaded to GMS by this date if it was not submitted with the application.

September 1, 2022 (tentative): Grants Awarded for Second Round Funding

- CalRecycle considers funding recommendations, and if approved, conditionally awards grants on this date.

Staff recommends submittal of the application by February 1, 2022, in order to obtain applicable funds to assist with SB 1383 compliance measures imposed by CalRecycle.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

If staff does not apply by the February 1, 2022 deadline, City will not be eligible to receive the CalRecycle funds; estimated at \$37,313 for the City of Maywood. An Expenditure Itemization Summary (EIS) is required every six months and a Final Report is due at the end of the grant term if the City receives the SB 1383 funds.

ATTACHMENT(S)

RESOLUTION NO. 6218
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR
ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR
WHICH THE CITY OF MAYWOOD IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

NOW, THEREFORE, BE IT RESOLVED that the City of Maywood, CA is authorized to submit an application to CalRecycle for any and all grant and payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of The City of Maywood, CA all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project; and

BE IT FURTHER RESOLVED that these authorizations are effective from the date of adoption through JANUARY 26, 2027.

PASSED, APPROVED AND ADOPTED THIS 26th day of January, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6218 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 26th day of January, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: January 26, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ZIAD MAZBOUDI, CONTRACT CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY, INC. FOR SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

RECOMMENDATION:

It is recommended that the City Council Award a Contract to Onyx Paving for the FY 2020-2021 Sidewalk Rehabilitation Project for a total amount of \$96,000 and authorize the Mayor to execute the contract in a form approved by the City Attorney.

BACKGROUND:

On June 24, 2020, the City Council adopted the FY 2020-2021 Capital Improvement Program (CIP), which included the sidewalk rehabilitation project FY 2020-2021 (CDBG) Project.

The project includes the removal of existing sidewalks and curb ramps at various non-contiguous locations and other incidental and appurtenant work necessary for the proper construction of new sidewalks and curb ramps at various non-contiguous locations.

On December 13, 2021, staff advertised Notice Inviting Bids (NIB) on the City's website and on the local newspaper. Bids were due on January 12, 2022 at 10:00 AM.

DISCUSSION:

On January 12, 2022 at 11:00 AM, a total of six (6) bids were received as shown below:

Company Name	Bid Amount
Onyx Paving Company, Inc.	\$96,000.00
DASH Construction Company, Inc.	\$98,777.00
CJ Concrete Construction, Inc.	\$114,500.00
Alfaro Communications Construction, Inc.	\$127,777.00
Kormex Construction, Inc.	\$130,000.00
Gentry General Engineering, Inc.	\$147,911.50

As shown on the above bid tabulation, Onyx Paving Company, Inc. submitted the lowest bid amount.

Staff conducted a bid analysis and verified CA contractor's licensing, Department of Industrial Relations (DIR)

registration, state and federal debarment files, and references for Onyx Paving Company, Inc. Based on the bid analysis, Onyx Paving Company, Inc. was found to be the lowest responsive bid.

It is staff's recommendation to award a contract to Onyx Paving Company, Inc. for the sidewalk rehabilitation project FY 2020-2021 (CDBG) Project for a total amount of \$96,000.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

This contract cost will be paid with budgeted CDBG funds. There is no impact to the General Fund and no additional budget is needed.

F.Y. 21-22 Impact: \$96,000	Current F.Y. Budget: \$391,053
Fund Impacted: CDBG	Budget adjustment requested: \$0
Source of funds: CDBG	Updated Account Budget: \$391,053
Account Number: 16-611-6000-6107	For fiscal year: 21/22

ATTACHMENT(S)

1. Agreement with Onyx Paving Company
2. Onyx Paving Company Bid

**Attachment No. 1 –
Agreement with Onyx Paving Company, Inc**

CONTRACT

CITY OF MAYWOOD CONTRACT FOR SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

THIS CONTRACT ("Contract") is made and entered this January 22, 2022 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and Onyx Paving, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 630360; Class A and C-12). Contractor's DIR registration number is 1000004798.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Sidewalk Rehabilitation Project FY 2020-2021 (CDBG) ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of ninety six thousand dollars (\$96,000.00) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to 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. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the 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.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF MAYWOOD

By: _____
Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Flor Aguiluz, City Clerk

By: _____
Roxanne Diaz, City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG) PROJECT
(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(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 and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have 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: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG) PROJECT

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(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 _____

Dollars (\$ _____), this amount being not less than the total Contract 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, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have 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: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

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 City of Maywood ("City"), 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 City, by certified mail, return receipt requested, not less than thirty (30) Days before 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 City at:

City Manager
City of Maywood
City Hall

_____, California _____

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:

- | | |
|--|--|
| ☐ 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 _____.

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____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*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 City of Maywood ("City"), 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 City, by certified mail, return receipt requested, not less than thirty (30) Days before 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 City at:

City Manager
City of Maywood
City Hall

_____, California _____

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 _____.

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____

Telephone No.: (_____) _____

Signature of Authorized Representative
(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 City of Maywood ("City"), 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 City, by certified mail, return receipt requested, not less than thirty (30) Days before 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 City at:

City Manager
City of Maywood
City Hall

_____, California _____

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 NUMBER	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 _____.

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____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**Attachment No. 2 –
Onyx Paving Company, Inc. Bid**

CITY OF MAYWOOD, CALIFORNIA



BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS

for

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)
CDBG PROJECT ID: 602178-20
CITY PROJECT NO: 6107

Date Issued: December 13, 2021

Bid Due Date:

January 12, 2022, 10:00 AM

Submit bids to:

Office of the City Clerk
City of MAYWOOD
4319 Slauson Avenue, Maywood, CA 90270

COVER

CHECKLIST FOR BIDDERS

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

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed and Signed Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Subcontractor Designation Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form
- _____ Signed Non-collusion Declaration Form
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder
- _____ Completion and submittal of all CDBG forms:
 - Non-Collusion Declaration
 - Non-Segregated Facilities Certification
 - Past Performance Certification
 - County Lobbying Certification
 - Worker's Compensation Certification
 - Contractor List of Proposed Subcontractors
 - Notice of Equal Employment Opportunity Commitment
 - Request for Additional Classifications and Rate (If Applicable)

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

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

BID

CITY OF MAYWOOD

**SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG) PROJECT NO. 6107
[PROJECT]**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MAYWOOD:

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 Maywood 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: 1/12/2022

Addendum No. 2 Date: 1/12/2022

Addendum No. 3 Date: 1/12/2022

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 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

BID

B-1

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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 630360, Class A, C12, which expires on 10/31/2023.

Bidder's Name: Onyx Paving Company, Inc

Signature:  Corey R. Kirschner

Title: President Date: 1/12/2022

Signature: Corey R. Kirschner 

Title: President Date: 1/12/2022



CITY OF MAYWOOD

BID SHEETS FOR

A

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG) [PROJECT]

Bidder's Name: Onyx Paving Company, Inc

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:

BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Remove existing sidewalk and curb ramps.	5,750	S.F.	\$ <u>6.00</u>	\$ <u>34,500</u>
2.	Construct sidewalk per SPPWC STD. PLAN NOS. 112-2 & 113-2.	4,500	S.F.	\$ <u>7.00 9.00</u>	\$ <u>31,500 40,500</u>
3.	Construct access ramp at various locations per SPPWC STD. PLAN NOS. 111-5.	5	EA	\$ <u>4,400 4,200</u>	\$ <u>22,000 21,000</u>
TOTAL BID AMOUNT <u>NINETY SIX THOUSAND DOLLARS</u> <u>Eighty Eight Thousand Dollars</u>					\$ <u>88,000.00 96,000</u>

The award of Contract shall be based on the TOTAL BID AMOUNT.

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

Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

- A. Mobilization / Demobilization
- B. Traffic Control
- C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
- D. Construction Staking by Land Surveyor
- E. Clearing and Grubbing

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

BID

B-3

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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.

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.

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.

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 88,000 ^{OK} 96,000 ^{NINETY SIX THOUSAND DOLLARS}

TOTAL BID PRICE IN WORDS: Eighty Eight Thousand Dollars ^{OK}

Signature: Corey R. Kirschner ✓

Title: President Date: 1/12/2022

Signature: Corey R. Kirschner ✓

Title: President Date: 1/12/2022



QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Onyx Paving Company, Inc
- (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: 2890 E. La Cresta Ave, Anaheim, CA
- (4) Telephone: 714-238-1444 Facsimile: 714-632-1883
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: CA
- (7) California State Contractor's License Number and Class: 630360, A, C-12
Original Date Issued: 10/09/1991 Expiration Date: 10/31/2022
- (8) DIR Contractor Registration Number: 1000004798
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Corey R. Kirschner- CEO, Pres-
- (10) 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: Corey R. Kirschner
Date of Inspection: 01/07/2022
- (11) Number of years' experience the company has as a contractor in construction work: 33
- (12) 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:
Corey Kirschner- CEO, President, Vice President, Secretary, Treasurer
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

Type text here

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

N/A

- (15) 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:

N/A

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

N/A

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

N/A

- (16) 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.

N/A

N/A

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

No

- (18) 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.

N/A

- (19) 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.

N/A

- (20) List the last three (3) projects you have worked on or are currently working on for the City of Maywood:

N/A

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.

Company

Signature: Corey Kirschner 

Title: CEO, Pres, VP, Sec, Trea

Date: 1/12/2022

Signature: Corey Kirschner 

Title: CEO, Pres, VP, Trea

Date: 1/12/2022



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:

Project 1 Name/Number See Attachment

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.).

N/A

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.

N/A

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date 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.).

N/A

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.

N/A

Project 3 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.).

N/A

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.

N/A

Project 4 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.).

N/A

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.

N/A

Project 5 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.).

N/A

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.

N/A

Project 6 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.).

N/A

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.

N/A

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 attached.

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)	Dollar Amount
N/A					

¹ 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 percent (51%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name Onyx Paving Company, Inc

	Current Year of Record	2020	2019	2018	2017	2016	Total
Number of contracts	3	152	184	108	139	145	731
Total dollar amount of contracts (in thousands of dollars)	6mil	42mil	37mil	13mil	12mil	7mil	117mil
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
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: Corey Kirschner 
 Title: CEO, Pres, VP, Sec, Trea
 Date: 1/12/2022

Signature: Corey Kirschner 
 Title: CEO, Pres, VP, Sec, Trea
 Date: 1/12/2022



Bond No. TS22-009

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: Sidewalk Rehabilitation Project FY 2020-2021

WHEREAS Onyx Paving Company, Inc., 2890 E La Cresta Ave., Anaheim, CA 92806
(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 Harco National Insurance Company
2400 East Katella Ave., Suite 250, Anaheim, CA 92806
(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 Amount Bid

Dollars (\$ 10% of Amount 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.

BID

B-16

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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: January 7th, 2022

"Principal"

Onyx Paving Company, Inc.

By: [Signature]
Its: CEO/PRESIDENT

By: _____
Its: _____

"Surety"

Harco National Insurance Company

By: [Signature]
Its: Kerissa Ricciardi, Attorney-in-Fact

By: _____
Its: _____

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.*

ACKNOWLEDGMENT

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

State of California
County of Orange)

On January 7, 2022 before me, Deanne K. Dodge-Krows, Notary Public
(insert name and title of the officer)

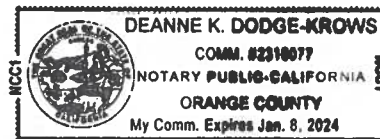
personally appeared Kerissa Ricciardi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # TS22-009

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

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

KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

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

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 7th, 2022

A02699

Irene Martins, Assistant Secretary

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)

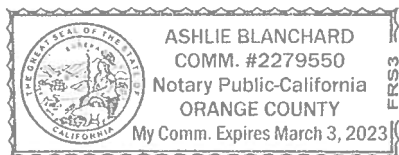
On January 7, 2022 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the CEO, Pres, VP, Sec, Treas of Onyx Paving Company, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Jan 12th 2022 [date], at Anaheim [city], California [state].

Signature: 

Printed Name: Corey Kirschner

Date: 1/12/2022

Signature: 

Printed Name: Corey Kirschner

Date: 1/12/2022



**APPENDIX A -
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOCUMENTS AND FORMS**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOCUMENTS AND FORMS

CDBG BID PROPOSAL CHECKLIST

CDBG Documents To Be Completed and Submitted With Bid Proposal	
Non-Collusion Declaration	
Non-Segregated Facilities Certification	
Past Performance Certification	
County Lobbying Certification	
Worker's Compensation Certification	
Contractor List of Proposed Subcontractors	
Notice of Equal Employment Opportunity Commitment	
Request for Additional Classifications and Rate (If Applicable)	
Federal Lobbying Certification (Only for Contracts of \$100,000 or more)	

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO, PRES, VP, SEC, TREA of ONYX PAVING COMPANY, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/12/2022 [date], at ANAHEIM [city], CA [state]."

Signature: 

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



NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

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

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

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

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

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

Date: 01/12/2022

Project Number: 602178-20

Company: ONYX PAVING COMPANY, INC.

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

By: 

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



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

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

Date: 1/12/2021 Project Number: 602178-20 Contract Award: \$ TBD

Awarding Agency: CITY OF MAYWOOD

Contractor Name: ONYX PAVING COMPANY, INC. Total Number of Employees 108

Affiliate Company: N/A

By: 

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

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).

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 U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM

State: CA Zip Code: 92806

Telephone Number: (714) 632-6699

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

ONYX PAVING COMPANY, INC.

(Contractor/Subcontractor)

By: 

(Signature)

1/12/2022

(Date)

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

(Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

Date: 1/12/2022 Project Number: 602178-20

Project Name: SIDEWALK REHABILITATION PROJECT

Company Name: ONYX PAVING COMPANY, INC.

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

Print Name: COREY R. KIRSCHNER

Title: CEO, PRES, VP, SEC, TREA

Signature: 



CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

sidevark Rehabilitation

manhood

AWARDING AGENCY

Project Number:

[illegible]

Name and Title

onyx paving company, inc.

Date _____

Carey E. Kirchner- CEO, Pres.

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: OPERATORS, CEMENT MASONS, LABORERS
(Name of Labor Union, Workers Representative, etc.)

VARIOUS
(Address)

Name of Business (Contractor): ONYX PAVING COMPANY, INC.

Project Name: SIDEWALK REHABILITATION PROJECT Project Number: 602178-20

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

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

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

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

COREY R. KIRSCHNER

(Print Name)

By: 
(Signature)

1/12/2022

(Date)

CEO, PRES, VP, SEC, TREA

(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE.

State: CA

Zip Code: 92806

Telephone Number: (714) 632-6699

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles County Development Authority (LACDA).

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person 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 the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 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 or any 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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 the 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.

Authorized Official:

ONYX PAVING COMPANY, INC.

(Contractor/Subcontractor)

By: 

(Signature)

1/12/2022

(Date)

CEO, PRES, VP, SEC, TREA

(Title)

CITY OF MAYWOOD, CALIFORNIA

ADDENDUM #1

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS
for**

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

CDBG PROJECT ID: 602178-20

CITY PROJECT NO: 6107

Date Issued: January 3, 2022

**Addendum for: Sidewalk Rehabilitation Project FY 2020-2021 (CDBG),
CDBG Project ID: 602178-20, City Project No: 6107**

Addendum No.: 1

Addendum Date: January 3, 2022

Issued by: City of Maywood

Reminder 1: Bid due date is not changed. City will receive such Bids at the City Clerk's office, City Hall, 4319 Slauson Avenue, Maywood, CA 90270 up to 10:00 AM on January 12, 2022, at which time they will be publicly opened and read aloud. Due to Covid-19 pandemic, face masks are required to attend the bid opening.

Reminder 2: Please sign Addenda Acknowledgement on page B-1 of Bid Package Section III Titled "BID". Entire Section B shall be submitted as Bidder's Bid.

This addendum shall modify Notice of Inviting Bids, page 2, Licenses section as follows:

LICENSES.

Each Bidder shall possess a valid **Class A OR Class C-8** Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

CITY OF MAYWOOD, CALIFORNIA

ADDENDUM #2

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS
for**

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

CDBG PROJECT ID: 602178-20

CITY PROJECT NO: 6107

Date Issued: January 5, 2022

Addendum for: Sidewalk Rehabilitation Project FY 2020-2021 (CDBG),
CDBG Project ID: 602178-20, City Project No: 6107

Addendum No.: 2

Addendum Date: January 5, 2022

Issued by: City of Maywood

Reminder 1: Bid due date is not changed. City will receive such Bids at the City Clerk's office, City Hall, 4319 Slauson Avenue, Maywood, CA 90270 up to 10:00 AM on January 12, 2022, at which time they will be publicly opened and read aloud. Due to Covid-19 pandemic, face masks are required to attend the bid opening.

Reminder 2: Please sign Addenda Acknowledgement on page B-1 of Bid Package Section III Titled "BID". Entire Section B shall be submitted as Bidder's Bid.

This addendum adds Attachment A - Los Angeles County Development Authority, Covid-19 Contractor Notification & Certification, Covid-19 Vaccinations of County Contractor Personnel to the end of Special Provisions. Awarded contractor will be required to submit this form and comply with the requirements.

This addendum also replaces Appendix B of Bid Package titled "Applicable Federal Wage Decision" with the updated Federal Wage Decision. See Attachment B - Revised Applicable Federal Wage Decision.

Attachments:

Attachment A - Los Angeles County Development Authority, Covid-19 Contractor Notification & Certification, Covid-19 Vaccinations of County Contractor Personnel

Attachment B - Revised Applicable Federal Wage Decision

Attachment A - Los Angeles County Development Authority, Covid-19 Contractor Notification & Certification, Covid-19 Vaccinations of County Contractor Personnel

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

You are receiving this notice because the Los Angeles County Development Authority ("LACDA") has identified you or your company/entity as performing services under a contract with the LACDA. In accordance with the urgency Ordinance adopted by the County of Los Angeles Board of Supervisors on December 7, 2021 as contained in Chapter 2.212, COVID-19 Vaccinations of County Contractor Personnel of County Code Title 2 – Administration, Division 4 ("Ordinance"), all Contractor Personnel who (1) interact in person with LACDA employees, interns, volunteers, and commissioners, (2) work on LACDA owned or controlled property while performing services under a LACDA contract, and/or (3) come into contact with the public while performing services under a contract with the LACDA, must first:

1. Provide one-time verification that they are fully vaccinated, OR
2. If the Contractor Personnel is granted a valid medical or sincerely held religious belief exemption by its employer, provide a weekly Certification of Compliance ("Certification") through the Contractor of a negative polymerase chain reaction ("PCR") or antigen test as evidence that they are in compliance with the mandate.

"Contractor Personnel" means all employees of a Contractor, and persons working on its behalf on a Contract with the LACDA, including but not limited to, subcontractors of any tier. As many Contractor Personnel perform services in which they come into contact with other people in the course of their work for the LACDA and are in a position to transmit or contract COVID-19 while they are at work, it is essential that the LACDA require effective health and safety practices.

Nothing can provide a higher level of protection against COVID-19 or do more to speed the County's recovery than vaccines, which are safe and lifesaving. Convenient and community-based vaccination sites can be found via the following site <http://www.publichealth.lacounty.gov/media/coronavirus/vaccine/index.htm>.

The Centers for Disease Control and Prevention ("CDC") has stated that vaccination is an effective tool to prevent the spread of COVID-19 and benefits both vaccine recipients and those they come into contact with, including persons who for reasons of age, health, or other conditions cannot themselves be vaccinated, and the appearance in the County of the highly transmissible Delta and Omicron variants of COVID-19 has substantially increased the risk of infection for the County's workforce and members of the public.

To ensure compliance with the Ordinance, the LACDA must receive written confirmation (see Attached) that all Contractors covered by the Ordinance will fulfill the requirements of the Ordinance. Contractor Personnel who are not vaccinated shall not perform services alongside the LACDA's workforce, for the LACDA in County or LACDA owned or controlled property, or provide services to the public on behalf of the LACDA, unless the Contractor Personnel has first been granted a valid medical or sincerely held religious belief exemption by its employer and received a negative test result from a COVID-19 PCR or antigen test within 72 hours of their work schedule starting in any applicable week (unless the contracting LACDA department requires otherwise). This applies regardless of the amount of time during the day that Contractor Personnel are performing services

for the LACDA. Contractors will have to provide weekly Certifications for any unvaccinated Contractor Personnel.

As a condition of your Contract with the LACDA, you must comply with all applicable laws, regulations, ordinances and requirements during your performance of work for the LACDA. While the Ordinance is effective immediately, you will have until **January 1, 2022** to comply with the Ordinance requirements.

You must be in full compliance with the Ordinance by **January 1, 2022** by: (1) verifying proof of vaccination for your Contractor Personnel performing services for the LACDA; and (2) for any unvaccinated Contractor Personnel that the employer has granted a valid medical or religious exemption, ensure the person does not perform work on the Contract unless they received a negative COVID-19 PCR or antigen test within the immediately preceding 72 hours of their work schedule starting in any applicable week (unless the contracting LACDA department requires otherwise). You must ensure there is no interruption of service to LACDA if you, or any of your Contractor Personnel, are precluded from working due to an inability to comply with the Ordinance.

A representative of a LACDA department that oversees your Contract may seek additional documentation from you at any time when necessary to ensure compliance with the Ordinance. Please sign, date and return the acknowledgement attached to this notice within seven (7) days to the LACDA Contact below. If you are unable to comply with the requirements of this notice and the Ordinance, you must notify the LACDA contact immediately. Failure to contact the LACDA department representative or return the acknowledgement may result in your company being in default of your Contract with the LACDA.

Subcontractors do not need to submit a Certification to the LACDA, however, prime contractors are responsible for ensuring their subcontractors are in compliance and will certify for their subcontractors as part of certifying for all Contractor Personnel.

If you have any questions, please visit <https://doingbusiness.lacounty.gov> for more information, including for a copy of the Ordinance, answers to Frequently Asked Questions, tools for businesses to assist them with establishing vaccination policies and getting their personnel vaccinated such as template policies, forms, and more; or contact your LACDA contracting contact.

LACDA Contact: Raymond White, Analyst
Los Angeles County Development Authority
Community & Economic Development Division/Grants Management Unit
700 S. Main Street
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LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**Certification of Compliance****Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of LACDA Contractor Personnel)**

I, _____, on behalf of _____

(the "Contractor"), certify that on LACDA Contract Service: _____

_____ All Contractor Personnel on this Contract are fully vaccinated as required
by the Ordinance.

OR

_____ Most Contractor Personnel on this Contract are fully vaccinated as required by
the Ordinance. The Contractor or its employer of record, has granted a valid
medical or religious exemption to the below identified Contractor Personnel.
Contractor will certify weekly that the following unvaccinated Contractor Personnel
have tested negative within 72 hours of starting their work week under the LACDA
Contract, unless the contracting LACDA department requires otherwise. The
Contractor Personnel who have been granted a valid medical or religious
exemption are **[LIST ALL CONTRACTOR PERSONNEL]**:

I have authority to bind the Contractor, have reviewed the requirements above and
further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

Attachment B - Revised Applicable Federal Wage Decision

"General Decision Number: CA20210022 12/24/2021

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
3	02/12/2021
4	03/05/2021
5	03/19/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021

9	08/06/2021
10	08/13/2021
11	08/20/2021
12	09/17/2021
13	10/01/2021
14	10/08/2021
15	10/15/2021
16	10/22/2021
17	10/29/2021
18	11/12/2021
19	12/24/2021

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	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)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

* 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 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet		
Installer, Insulation		
Installer, Hardwood Floor		
Worker and acoustical		
installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick		
Bargeman, Bridge or Dock		
Carpenter, Heavy Framer,		
Rock Bargeman or Scowman,		
Rockslinger, Shingler		
(Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer,		
Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw		
Operator.....	\$ 51.70	16.28

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.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0011-004 07/26/2021

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 53.50	3%+28.82
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 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, 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 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 60.19		21.94
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		

line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(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
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.

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 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, 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, 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 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 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)

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, 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, at 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, SBM 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 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 RECIEVES BASE RATE

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
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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 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LABO0300-003 07/01/2020

	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 bellower

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 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 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 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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

GROUP 1: Rodmen, Nozzle men

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

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 markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 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 10/01/2021

	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.....	\$ 39.50	22.92
Remainder of Los Angeles County.....	\$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
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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

PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.75	14.03

PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2021

	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.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
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.....	\$ 53.83	25.36

 PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..\$	36.85	24.75
Sewer & Storm Drain Work....\$	40.94	22.13

ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....\$	42.07	18.92

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 07/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
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SHEET METAL WORKER

(1) Light Commercial: Work
on general sheet metal and
heating and AC up to 4000
sq ft.....\$ 30.14 10.74

(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 07/01/2021

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
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SHEET METAL WORKER

(1) Commercial - New
Construction and Remodel
work.....\$ 50.23 29.60

(2) Industrial work
including air pollution
control systems, noise
abatement, hand rails,
guard rails, excluding
aritechatural sheet metal
work, excluding A-C,
heating, ventilating
systems for human comfort...\$ 48.28 29.46

SHEE0105-004 07/01/2021

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
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SHEET METAL WORKER.....	\$ 39.08	28.84
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TEAM0011-002 07/01/2020

	Rates	Fringes
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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, 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.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
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

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.

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.

=====

END OF GENERAL DECISION"

CITY OF MAYWOOD, CALIFORNIA

ADDENDUM #3

**BIDDING AND CONTRACT DOCUMENTS, PLANS AND
SPECIFICATIONS
for**

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

CDBG PROJECT ID: 602178-20

CITY PROJECT NO: 6107

Date Issued: January 6, 2022

**Addendum for: Sidewalk Rehabilitation Project FY 2020-2021 (CDBG),
CDBG Project ID: 602178-20, City Project No: 6107**

Addendum No.: 3

Addendum Date: January 6, 2022

Issued by: City of Maywood

Reminder 1: Bid due date is not changed. City will receive such Bids at the City Clerk's office, City Hall, 4319 Slauson Avenue, Maywood, CA 90270 up to 10:00 AM on January 12, 2022.

Reminder 2: Please sign Addenda Acknowledgement on page B-1 of Bid Package Section III Titled "BID". Entire Section B shall be submitted as Bidder's Bid.

Due to Covid-19 pandemic, the City Hall is closed to public. The public bid opening will be held via Zoom at the time and date of bid opening. Please see below instructions for the public bid opening:

Topic: SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG), CITY PROJECT NO: 6107

Time: Jan 12, 2022 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84242113612?pwd=TldxSmI2ZWV3UXg1NXpQa1JzNEVhZz09>

Meeting ID: 842 4211 3612

Passcode: 418834

One tap mobile

+19294362866,,84242113612# US (New York)

+13017158592,,84242113612# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 842 4211 3612

Find your local number: <https://us02web.zoom.us/j/84242113612?pwd=TldxSmI2ZWV3UXg1NXpQa1JzNEVhZz09>



REFERENCES

PROJECT NAME: PAVING THE WAY – PHASE 3

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 2020 – 2021

CONSULTING COMPANY: CITY OF MONTEBELLO – 1600 W. BEVERLY BLVD, MONTEBELLO, CA 90640

CONTACT PERSON: JAMES ENRIQUEZ 323-887-1462

ORIGINAL CONTRACT AMOUNT: \$1,929,000

FINAL CONTRACT AMOUNT: \$3,149,848.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL SCOPES OF WORK

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PAVEMENT REPAIR PROJECT

PROJECT DESCRIPTION: PAVEMENT REPAIR

APPROXIMATE CONSTRUCTION DATES: JAN 2020

AGENCY: CITY OF CLAREMONT – 207 HARVARD AVE, CLAREMONT, CA 91711

CONTACT PERSON: ENRIQUE VILLALOBOS 909-399-5479

ORIGINAL CONTRACT AMOUNT: \$105,000

FINAL CONTRACT AMOUNT: \$120,727.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2019-2020 PAVEMENT REHABILITATION

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION

APPROXIMATE CONSTRUCTION DATES: MAY 2020 - SEPTEMBER 2020

AGENCY: CITY OF ARCADIA – 240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$2,128,000

FINAL CONTRACT AMOUNT: \$ 1,980,917.60

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES IN ORIGINAL BID TO COVER FOR EXTRA WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: DESERT VIEW AVENUE PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 2019

AGENCY: CITY OF DESERT HOT SPRINGS – 11999 PALM DRIVE, DESERT HOT SPRINGS, CA 92240

CONTACT PERSON: DANIEL PORRAS 760-329-6411

ORIGINAL CONTRACT AMOUNT: \$741,330.98

FINAL CONTRACT AMOUNT: \$741,330.98

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: TWEEDY LANE STREET IMPROVEMENT PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2020 – AUG 2020

AGENCY: CITY OF DOWNEY – 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: DESI GUTIERREZ 562-622-3468

ORIGINAL CONTRACT AMOUNT: \$308,000

FINAL CONTRACT AMOUNT: \$308,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: CHICAGO AVE RECONSTRUCTION PROJECT

PROJECT DESCRIPTION: STREET REHABILITATION AND RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: AUG 2020 – OCT 2020

AGENCY: RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT – 3525 14TH STREET, RIVERSIDE, CA 92507

CONTACT PERSON: MEHRAN SANATI 951-255-2762

ORIGINAL CONTRACT AMOUNT: \$ 1,424,000

FINAL CONTRACT AMOUNT: \$1,445,396

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADD'L SCOPES OF WORK BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: 2018/19 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 1&2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2020 – MARCH 2021

AGENCY: CITY OF RIVERSIDE – 3900 MAIN ST, RIVERSIDE, CA 92501

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: \$5,050,000

FINAL CONTRACT AMOUNT: N/A

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: IN PROGRESS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 18-19 RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 07/18/2019 – 12/11/2019

AGENCY: CITY OF PLACENTIA – 401 E. CHAPMAN AVE, PLACENTIA, CA 92870

CONTACT PERSON: MASOUD SEPAHI 714-920-7604

ORIGINAL CONTRACT AMOUNT: \$606,000

FINAL CONTRACT AMOUNT: \$616,241.42

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO EXISTING FIELD CONDITIONS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



LARGE PROJECT REFERENCES

PROJECT NAME: RESIDENTIAL STREET IMPROVEMENT PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2020 – NOV 2020

CONSULTING COMPANY: CITY OF ANAHEIM – 200 S. ANAHEIM BLVD, ANAHEIM, CA 92805

CONTACT PERSON: KAL LAMBAZ 714-765-6935

ORIGINAL CONTRACT AMOUNT: \$1,711,000

FINAL CONTRACT AMOUNT: \$1,733,320

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO ADDITIONAL SCOPES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FISCAL YEAR 19/20

PROJECT DESCRIPTION: CITYWIDE PAVEMENT REHABILITATION

APPROXIMATE CONSTRUCTION DATES: JAN 2020 - MARCH 2020

CONSULTING COMPANY: CITY OF MORENO VALLEY

CONTACT PERSON: QUANG NGUYEN 951-413-3159

ORIGINAL CONTRACT AMOUNT: \$1,576,000

FINAL CONTRACT AMOUNT: \$1,445,035.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: REDUCTION IN QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2017-18 RESIDENTIAL STREETS REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET REHABILITATION

APPROXIMATE CONSTRUCTION DATES: MARCH 2020-JUNE 2020

AGENCY: CITY OF WEST COVINA – 1444 W. GARVEY AVE S., WEST COVINA, CA 91790

CONTACT PERSON: OKAN DEMIRCI OKAN.DEMIRCI@TRANSTECH.ORG

ORIGINAL CONTRACT AMOUNT: \$1,009,000

FINAL CONTRACT AMOUNT: \$1,360,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
Fullmer Construction	Centerpointe	Moreno Valley	\$3,187,914.00
1725 S. Grove Ave.	Sycamore Bus. Park	Riverside	\$999,708.00
Ontario, CA 91761	Hillwood Hofer Ranch	Ontario	\$603,600.00
Ph: 909-947-9467	Interchange A-E	San Bernardino	\$1,288,615.00
Fax: 909-947-2970	San Michelle Logistics	Moreno Valley	\$670,674.00
Contact: Casey Jones	Terra Francesco	Ontario	\$524,216.00
KCS West, Inc.	BP Refinery Maintenance Shop	Carson	\$896,357.00
901 Corporate Ctr, Dr, 3 rd flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
GMC Engineering, Inc.	Edison	Romoland	\$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 714-247-1041			
Contact: Gennady			
Lusardi Construction	FEDEX – Otay Mesa	San Diego	\$1,335,530.00
1570 Linda Vista Dr.	Team Nissan	Oxnard	\$669,075.00
San Marcos, CA 92064	Edge at Campus	El Segundo	\$541,385.00
Ph: 760-744-3133	Carmax	Oxnard	\$606,443.00
Fax: 760-744-9064	Seabridge	Oxnard	\$329,460.00
Contact Scott Staley			

ONYX PAVING COMPANY, INC.

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Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	Empire Polo Club	Indio	\$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	Scannell FEDEX	Burbank	\$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	Whittier Area Community Church Crevier BMW	Whittier Santa Ana	\$625,920.00 \$30,600.00



ASPHALT RUBBER HOT MIX REFERENCES:

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

***IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT
COREY@ONYXPAVING.NET***



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP.

P.O. BOX 10, HIGHLAND, CA 92346

(909) 382-7400 Steve Matich

ALL AMERICAN

P.O. BOX 2229, CORONA, CA 92878

(951) 736-7600 Cari

KELTERITE CORP.

12231 PANGBORN AVE. DOWNEY, CA

(562) 401-0011 Gladys

VULCAN MATERIALS CO.

16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702

(858) 530-9414 Debbie

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION

1725 S. GROVE AVE., ONTARIO, CA 91761

(909) 947-9467 Casey Jones

BYROM-DAVEY, INC.

13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO

(858) 513-7199 Steve Davey

PACIFIC CONST. GROUP

17895 SKY PARK CIR., IRVINE, CA 92614

(949) 748-1500 Mark Bundy

ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



RESUME

Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

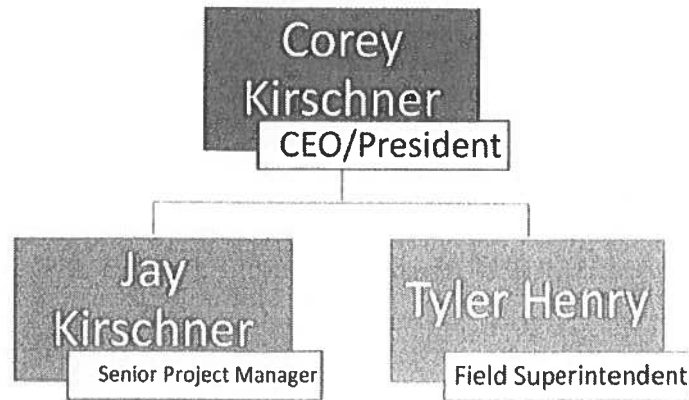
Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jay Kirschner

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

ONYX PAVING COMPANY, INC.

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CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

**A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING**

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

Marlo Richardson, Board Chair

David R. Fogt, Registrar of Contractors



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **A C12**

Expiration Date **10/31/2023**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
ONYX PAVING COMPANY, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000004798
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Physical Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Email Address
anar@onyxpaving.net
Trade Name/DBA
License Number (s)
CSLB630360

Legal Entity Information

Corporation Entity Number:
Federal Employment Identification Number:
President Name:
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:
Agent of Service Name:
Agent of Service Mailing Address:

Registration History

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

630360
COREY R. KIRSCHNER
COREY R. KIRSCHNER

ANA RAYPON
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America



ONYX PAVING COMPANY, INC.
License # 630360 - DIR # 1000004798

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC.
(a California corporation)**

October 28, 2020

The undersigned director, constituting the entire board of directors (the "*Board*") of Onyx Paving Company, Inc., a California corporation (the "*Corporation*"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation's Bylaws:

Approval of Loan Transaction

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, and Chief Financial Officer (the "*Officer*") with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "*Project*") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

2890 East La Cresta Ave, Anaheim, CA 92806 - PH: (714) 632-6699 - FX (714) 632-1883

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute renewals or extensions or other instruments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY, INC.
License # 630360 - DIR. # 1000004798

IN WITNESS WHEREOF, the undersigned has executed this **Unanimous Written Consent of the Board of Directors** as of the date first above written.



Corey Kirschner

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONYX PAVING COMPANY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2890 EAST LA CRESTA AVE

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

8 3 - 0 3 9 4 3 4 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **ANNA RAYSON** Date **3/22/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2021

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

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

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780	CONTACT: Michael Tran PHONE: 714-824-8984 FAX: 714-573-1770 EMAIL: mtran@wgbb.com ADDRESS: mtran@wgbb.com
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92808-1818	INSURER A: West American Ins Co INSURER B: Zurich American Insurance Co. INSURER C: AMERICAN ZURICH INS CO INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1512732809 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		BKW50927044	3/14/2021	3/14/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 AMED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ RETENTIONS		BAP106300602	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Per occurrence) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC106300602	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 04 13 and CG 20 37 04 13
GL Additional Insured State-Permits Form #CG 20 13 04 13
GL Primary and Non-Contributory Form #CG 20 01 04 13
GL Waiver of Subrogation Form #CG 88 10 04 13
GL Per Project Form #CG 88 70 12 08
See Attached...

CERTIFICATE HOLDER Onyx Paving Company, Inc. 2890 E. La Cresta Ave. Anaheim CA 92808	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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State of California
Secretary of State

8

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

FILED

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

OCT-01 2018

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

This Space for Filing Use Only

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

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

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

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

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

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

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
8. SECRETARY COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

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

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
11. NAME				
12. NAME				

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

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

14. NAME OF AGENT FOR SERVICE OF PROCESS

COREY KIRSCHNER

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

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

10/01/2018 AFSHIN HAKIM

ATTORNEY

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2013)

Page 1 of 1

APPROVED BY SECRETARY OF STATE



State of California
Secretary of State

5

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

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

JAN-03 2020

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

This Space for Filing Use Only

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

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

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

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

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

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

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

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

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

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

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

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

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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

01/03/2020

ANA BARBRA RAYON

OFFICE MANAGER/CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2015)

APPROVED BY SECRETARY OF STATE

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: January 26, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CITY COUNCIL APPOINTMENT OF ONE MEMBER TO THE MAYWOOD PLANNING COMMISSION

RECOMMENDATION:

Staff recommends that the City Council consider the appointment of a member to the Planning Commission to complete the term of a vacant position which will expire on May 15, 2022.

BACKGROUND:

The Planning Commission is a five-member body that reviews and acts on matters related to planning, land use development and community development in general. The Planning Commission has an essential role in the planning process by acting as an advisory body to the City Council on all planning and development issues as well as functions as the decision-making body for a number of planning proposals.

Duties of the Planning Commission include but are not limited to holding public hearings and meetings; reviewing the General Plan; reviewing and recommending zoning code regulations; reviewing subdivision maps; and taking action on variances, conditional use permits, special use permits.

The term of a previous Commissioner, whose seat is now vacant, is set to expire on May 15, 2022. Accordingly, in November 2021, the City began to accept applications from persons who desire to serve on the Maywood Planning Commission for the remainder of the term. The Maywood Municipal Code requires that members of the Planning Commission must, at the time of their application and throughout their term, be residents of the City or otherwise be employed in the City of Maywood. The application period closed on December 15, 2021 with no submittals. Thereafter, the City was contacted by potential applicants that wanted to verify the requirements to be a commissioner. The City subsequently received two applications as of January 3, 2022.

DISCUSSION:

As stated above, the City received two (2) applications. Staff reviewed the applications and determined that the applicants either live in the City of Maywood or are currently employed in the City. The City Council can either appoint one of these individuals or request that staff re-advertise the planning commission opening.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The Planning Commissioner stipend is \$65.00 per month. No additional budget appropriation is needed.

ATTACHMENT(S)

1. Planning Commissioner App Diego Jimenez
2. Planning Commissioner App Edalat Faraz



APPLICATION FOR PLANNING COMMISSIONER

City of Maywood

Date Stamp Received

12/22/21

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submission Requirements (Completed Application must contain the following)

- ☐ Completed, signed Application ☐ Three (3) references with contact information ☐ Resumé

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments and other supporting documentation cannot be substituted for an Application form. It is important that you answer all questions on your Application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

Completed Applications should be returned to the City of Maywood, 4319 E. Slauson Ave., Maywood, CA 90270 Attention: Planning Dept.

Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No
- If yes, in what capacity and when (months/years) _____

3. Name: Jimenez (Last) Diego (First) _____ (Middle)

4. Residential Address: _____ Maywood CA 90270

5. Phone Number: _____ Email: _____

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the Incorporated City limits? ☒ Yes ☐ No
8. Do you currently work within the Incorporated City limits? ☐ Yes ☒ No

9. Occupation and Place of Employment: Host/Olive Garden

10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

None at the moment.

12. Please state the reasons you are interested in being a member of the Planning Commission:

As a resident of Maywood, it is in my interest to attend meetings and learn about ways the city can be improved. Furthermore, I am also passionate about planning and want to familiarize myself in that environment.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

During my educational career at University of California Irvine, I encountered planning commission settings which familiarized with the meetings environment. With a bachelors in urban studies and minor in urban and regional planning, I learned in the classroom topics that may be discussed during such meetings and how cities can be improved which is beneficial for the position. Being a resident of Maywood also gives me insight of what is currently happening in the city and my interest is geared towards making life better for the residents.

14. Please briefly express your views regarding current and future development in Maywood:

I have noticed improvements around the city such as parks and sidewalks which is great for the residents of Maywood. Overall, the city has been moving towards the right direction. Growing up in Maywood I have witnessed improvements to the amenities (ex: water quality) of the community which is essential to the well-being of the residents.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Jessie Borelli

(Name)

Home Number: _____

Cell Number: _____

2. Alejandra Reyes

(Name)

Home Number: _____

Cell Number: _____

If unable to reach at the # you can email inreyasu@uci.edu to set up a time

3. Juan Francisco Acosta

(Name)

Home Number: _____

Cell Number: _____

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

DJ
Initials

Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

DJ
Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

DJ
Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.

Diego Jimenez
Applicant's Signature

12/22/2021

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: _____ Yes

_____ No

Residency and/or Employment Verified: _____ Yes

_____ No

Application Active Until: _____

Diego Jimenez

Maywood, CA 90270 |

Education:

University of California, Irvine, Irvine CA

Bachelor of Arts in Urban Studies

Minor in Urban and Regional Planning

Relevant coursework: Research Design, Urban and Regional Planning, Urban and Social Change

Relevant experience:

Program in Public Health, University of California, Irvine

June 2019 - July 2019

Research assistant for Doctor Wu

Research: Noise levels near highways and highly transited avenues during congestion and non-congestion hours.

- Drove with a partner to various points in Los Angeles County, Orange County, and Long Beach at different times of the day to record noise levels
- Used a noise dosimeter to collect data points throughout the different counties and input the data into the app, Collector for ArcGIS

Bell Technology Center, Bell, California

June 2019 - July 2019

Volunteer

- Communicated with Spanish-speaking families through phone calls and walk-ins
- Problem-solved any issues the customers had regarding computers, laptops, and the affordable Wi-Fi service the Bell Technology Center provides for the residents of Bell

Pure Game, Anaheim, California

September 2020- June 2021

Volunteer/Research Team

- Aided at-risk students using games/sports encouraging physical activity and help create a positive self-image.
- Conducted research through pre and post assessments to assess the effectiveness of different programs on participating students during the pandemic

Work experience:

Olive Garden, Downey, California

January 2020 - Now

Host

- Seated guests in an efficient and timely manner through a computer system that allowed us to see what tables were vacant and the party size each could hold
- Communicated with customers to resolve any questions regarding seating time, menu items, promotions, and operating hours
- Coordinated with co-workers to accomplish our required tasks such as seating, maintaining the lobby area clean, and made sure the restrooms had all the supplies

NFP Events, Cerritos, California

June 2018 - September 2019

Draping team

- Worked at a fast pace to finish the task at the required time which was crucial because the events had a specific schedule to follow
- Cooperated well with others to accomplish our common goal of draping large venues at an indicated time
- Supervised a team of 6-10 people to make sure we were on schedule and the draping was being done properly

Ramon's Catering, Bell, California

March 2017 - April 2018

Busser

- Greeted the guests and ensured they had everything they needed while maintaining their area clean
- Coordinated with the team to ensure all tables were being attended because we participated in large events such as Teen Choice Awards, Game of Thrones Premier, etc.

Skills and Interests:

- Bilingual; ability to read, write and speak both Spanish and English fluently
- Microsoft Word, Microsoft PowerPoint, Microsoft Excel
- Noise dosimeter
- ArcGIS



APPLICATION FOR PLANNING COMMISSIONER
City of Maywood

Date Stamp Received

1/3/22

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submittal Requirements (Completed Application must contain the following)

- ☐ Completed, signed Application ☐ Three (3) references with contact information ☐ Resumé

Instructions (Please Type or Print Clearly)

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Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No

If yes, in what capacity and when (months/years) _____

3. Name: Edalat (Last) Faraz (First) _____ (Middle)

4. Residential Address: _____ Maywood, Ca 90270

5. Phone Number: _____ Email: _____

6. Are you a registered voter in the City of Maywood? ☐ Yes ☒ No

7. Do you currently reside within the incorporated City limits? ☐ Yes ☒ No

8. Do you currently work within the incorporated City limits? ☒ Yes ☐ No

9. Occupation and Place of Employment: SmileLand Family Dentistry & Orthodontics

10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☐ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

-USC Spread the Smile Campaign- Volunteer Manager
-SmileLand Community Initiative: Backpack giveaway, Exams

12. Please state the reasons you are interested in being a member of the Planning Commission:

I believe that the planning commission is in need of a fresh face with new perspectives on the impacts of current projects proposed in the city.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

I have been involved in student and professional government at several levels. In college, Dental school and in residency. I believe that this has enabled me to digest multiple opinions and boils things down to a decision that serves everyone best.

14. Please briefly express your views regarding current and future development in Maywood:

I believe that Maywood is in a unique position to prosper through its development opportunities. The city has a right balance of demographic strength and a desirable city position to attract the PROPER developers to deploy capital for the further advancement of the city.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Maria Mendoza

(Name)

Home Number: [REDACTED]

Cell Number: _____

2. Dr. Omid Kashani

(Name)

Home Number: _____

Cell Number: [REDACTED]

3. Mrs. Nelida Reynaga

(Name)

Home Number: _____

Cell Number: [REDACTED]

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

FE

Initials

Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

FE

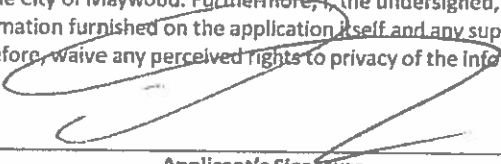
Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

FE

Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.



Applicant's Signature

1/3/2022

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: _____ Yes

_____ No

Residency and/or Employment Verified: _____ Yes

_____ No

Application Active Until: _____

F A R A Z E D A L A T

D D S , M P H - D

PROFILE

I am a highly motivated self-starter with a willingness to learn and implement a wide breadth of techniques in orthodontics. I hope to find a practice opportunity that is aligned with goals of providing quality patient-centered care and growing a private practice using contemporary treatment philosophies

Work Experience

- Smile Dental Group- Palmdale and Lancaster ,Ca (Sept 2017–Present)
 - Served as Orthodontist treating between 90 and 130 cases per day. Tasks also include consultation and diagnosis often resulting in over 8 started cases per clinical day. Treating and scoring Medical HLD cases to determine ortho coverage.
- West Coast Dental- Arcadia, Ca (January 2018–Present)
 - Served as Orthodontist treating between 70 and 100 cases per day. Tasks also include consultation and diagnosis resulting in same-day-starts. Treating and scoring Medical HLD cases to determine ortho coverage.
- USC Mobile Clinic, Coordinator/Volunteer, Los Angeles, Ca (Aug 2010– May 2014)
 - Provided free dental services, including diagnosis and treatment planning to underserved families and children in the greater Los Angeles area.

Research, Publications and Work Experience

University of The Pacific- Department of Orthodontics

- Craniofacial Research Instrumentation Laboratory, San Francisco, Ca July 2014–Present
Participated in research study in pursuit of Master's thesis aiming to test accuracy and reliability of Align Technology's tooth movement and measurement software.

University of Southern California School of Dentistry

- USC Orofacial Pain and Oral Medicine clinic, Los Angeles, Ca
May 2010–May 2014

Participated in research aiming to analyze and compare the efficiency of temporomandibular joint (TMJ) injections as a cost-effective alternative to arthrocentesis for patients with limited mouth opening.

- USC Orthodontic Study Club (August 2010–May 2014)

Attended weekly treatment planning seminars and discussed various treatment techniques and managerial strategies to run a successful orthodontic practice

- USC Sports Dentistry (August 2012– May 2014)

Assisted team doctors in providing dental treatment to USC Trojan athletes and coaches.

- Publications:

- Clark, G., Ram, S., Edalatpajouh, F., & Samiee, A. (2011),
Temporomandibular joint injection with corticosteroids and local anesthetic for limited mouth opening, Journal of Oral Science, Vol. 53, No. 3, 321–325

- Edalatpajouh, F. (2013). *Spotlight on Invisalign*. Ortho Tribune, U.S Edition, 8. 6, P12

Full C.V available on request



FLUENT IN :

- English
- Farsi
- Spanish
- Hebrew

EDUCATION

B.A History

University of California, Los Angeles
2006–2010

MPH–D Masters in Public Health

A.T Still University School of Health Management
2010–13

DDS–Doctor of Dental Surgery

University of Southern California School of Dentistry
2010–2014

Masters of Science in Dentistry and Certificate of Orthodontics

University of the Pacific, Arthur.A.Dugoni School of Dentistry
2015–2017

KEY ORTHODONTIC SKILLS

- Traditional Twin Brackets (0.018 & 0.022)
- Moderate to difficult Invisalign treatment
- Treatment planning with 3D Imaging
- Esthetic Gingival recontouring using Diode Lasers
- Treatment with Damon brackets
- Phase-1
- Mixed dentition treatment with 1-phase and 2-phase treatment
- Surgical orthodontics (including surgery first approach)
- Treatment with active self ligating brackets
- Treatment with Temporary anchorage devices (TADS)
- Accelerated orthodontics (AcceleDent, Propel, Vpro5)
- Functional appliances treatment –Forsus, Powerscope, Carriere Distalizer, Herbst appliance